



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

Regular Meeting November 1, 2022

TELECONFERENCE INFORMATION

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

Teleconference locations will be available to the public:

1. First and Second Meetings of Each Month in the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Third Meeting of Each Month in the Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.

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

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/84422361795> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 844 2236 1795.

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

To join the meeting by telephone: Dial (669) 900-6833, then enter Zoom Webinar ID 844 2236 1795. To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: http://monocounty.granicus.com/MediaPlayer.php?publish_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in

this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from July 19, 2022, August 9, 2022, August 16, 2022, and September 6, 2022, Regular Meeting of the Board of Supervisors.

Recommended Action: Approve the Board Minutes from July 19, 2022, August 9, 2022, August 16, 2022, and September 6, 2022, Regular Meeting of the Board of Supervisors.

Fiscal Impact: None.

B. Resolution Making Findings under AB 361 - Related to Remote Meetings

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of November 1, 2022 through December 1, 2022.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: None.

C. Resolution Adopting Clarified Travel, Per Diem and Meal Policy

Departments: Human Resources

Proposed resolution clarifying and restating the Amended Mono County Travel, Per Diem (Meal) and Food and Beverage Policy adopted by Resolution R22-111.

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

Fiscal Impact: None.

D. Appointment to June Lake Public Utility District

Departments: Clerk of the Board of Supervisors

Pursuant to Public Utilities Code section 16003, the June Public Utilities District (JLPUD) informed the Mono County Clerk of a vacancy on its governing board. Notice was made within 15 days of the effective date of the vacancy and was posted in three conspicuous places as required by Government Code section 1780. No applications were received by JLPUD within the 60-day time frame in which JLPUD board could have made the appointment. Subsequently, the JLPUD received one application, from Bruce Logan. The JLPUD is asking that the Board of Supervisors appoint Mr. Logan as a member of the JLPUD governing board for a term ending November 30, 2022.

Recommended Action: Appoint Bruce Logan to the June Lake Public Utility District governing board for a term ending November 30, 2022.

Fiscal Impact: None.

E. Amendment to Contracts for Indigent Defense Services

Departments: CAO

Proposed contract amendments with The Law Office of Sophie Bidet, Inc./Sophie Bidet, Esq., Brad Braaten, Esq. and Josh Hillemeier, Esq. pertaining to the provision of indigent defense services upon appointment by the Court.

Recommended Action: Approve, and authorize the County Administrative Officer to sign, contract amendments with The Law Office of Sophie Bidet, Inc./Sophie Bidet, Esq., Brad Braaten, Esq. and Josh Hillemeier, Esq. for indigent defense services to modify provisions related to reimbursement for transcription services and increase monthly rate by \$750, commencing November 1, 2022.

Fiscal Impact: The fiscal impact for the remainder of FY22/23 is \$18,270. This amount is available within the Indigent Defense budget. Additionally, the contracts include an annual 2% escalator, effective January 1 of each year. Accordingly, the annual adjustment will be calculated using the new rate in future years, resulting in slightly higher annual increases. Two of the contracts expire December 31, 2026 and the third expires March 20, 2024.

F. Staff Request for Administrative Leave Without Pay

Departments: Social Services

Request for the Board of Supervisors to approve Administrative Leave Without Pay for Social Services Integrated Caseworker Yvon Guzman-Rangel.

Recommended Action: Approve request by Yvon Guzman-Rangel, Integrated Caseworker in the Social Services Department, for Administrative Leave Without Pay in accordance with MCPE Personnel Rules Section 370, for the period October 28, 2022 through December 4, 2022.

Fiscal Impact: None.

G. Revised Antelope Valley Regional Planning Advisory Committee (RPAC) Bylaws

Departments: CDD

The Antelope Valley Regional Planning Advisory Committee (RPAC) revised its operating Bylaws and is recommending approval to the Board of Supervisors.

Recommended Action: Approve the revised Antelope Valley RPAC Bylaws as recommended. Provide any direction to staff.

Fiscal Impact: None.

H. Bridgeport Jail Project - HazMat Abatement

Departments: Public Works

Invitation for Bids and Request for Proposals to remove and monitor potentially hazardous materials from Bridgeport old hospital site, to allow demolition of hospital in preparation for upcoming construction of the Mono County Jail.

Recommended Action: (1) Approve entry into the attached agreements; (2) Authorize the Public Works Director to advertise the attached Invitation for Bids

for hazardous materials abatement and award the contract to the lowest responsive bidder, (3) Authorize the Public Works Director to advertise the attached request for proposals for hazardous materials abatement monitoring and award the contract to the most qualified responsive consultant; and (4) Authorize the Public Works Director to make minor amendments to said agreements from time to time as approved by County Counsel.

Fiscal Impact: The estimated cost of hazardous materials abatement is \$600,000. The estimated cost of the monitoring services is \$40,000. These costs will be paid from the County's local matching funds in the Criminal Justice Facility capital project fund and were included in the adopted budget.

I. Contract for the Provision of Custodial and Campground Management Services

Departments: Public Works

Agreement Between County of Mono and Jessica Coronado for the Provision of Custodial and Campground Management Services.

Recommended Action: Approve and authorize Public Works Director to sign the Agreement Between County of Mono and Jessica Coronado for the Provision of Custodial and Campground Management Services for the period November 1, 2022 through June 30, 2025 and a not-to-exceed amount of \$131,720 per fiscal year.

Fiscal Impact: This contract is for an annual amount of \$131,720. This amount is an increase of \$8,206 (6.3%) over the previous contract annual amount of \$123,514. This increase affects the General Fund facility budget, a portion of which is reimbursed by the County's cost plan, and the Campground Enterprise fund which receives fees for campsite rentals.

J. Proposed Amendment to Mammoth Community Water District's Conflict of Interest Code

Departments: Clerk of the Board

All local government agencies, including special districts, are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. The last conflict-of-interest code for the Mammoth Community Water District was adopted by their Board of Directors on July 19, 2018 and was due for an update to account for recent changes in some staff job duties and practices. The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for the County and all agencies in the county, including the Mammoth Community Water District, and must approve their code for it to take effect.

Recommended Action: Approve the new Conflict of Interest Code adopted by the Mammoth Community Water District.

Fiscal Impact: None.

K. FY2021-22 Budget Close Out

Departments: CAO, Finance

During the year-end process of closing the accounting records, approval from the Board of Supervisors is required when budgeted appropriations are estimated insufficient to cover actual spending incurred by County Departments and where other administrative remedies to reallocate budgeted amounts within budget units are not available or inefficient to do so.

Recommended Action: Approve and direct the Mono County Budget Officer to make the FY 2021-2022 year-end budget clean-up adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

Fiscal Impact: The requested increases to appropriations are covered by surplus revenues, budget savings offered by other budget units, or carryover balance.

6. CORRESPONDENCE RECEIVED

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

A. State of California Wildlife Conservation Board Agenda Item: Project for consideration in Mono County

Departments: Clerk of the Board, Sponsored by Supervisor Corless

10 minutes

Read and discuss letter regarding an agenda item for State of California Wildlife Conservation Board on November 15, 2022, for a Project Consideration in Mono County, Mammoth 395 Wildlife Crossing Plan (Project ID: 2021183).

Fiscal Impact: None.

7. REGULAR AGENDA - MORNING

A. PUBLIC HEARING: Electric Vehicle Charging Station Permit Expediting Ordinance

Departments: Community Development Department

PUBLIC HEARING: 9:00 AM (15 minutes)

(Tom Perry, Community Development) - Proposed ordinance for an expedited, streamlined permit process for electric vehicle charging stations.

Recommended Action: 1) Conduct the public hearing; 2) Introduce, read title, and waive further reading of the proposed ordinance to adopt an expedited, streamlined permitting process for electric vehicle charging stations; 3) Find that the project qualifies as a Categorical Exemption under CEQA Sections 15303(d) and (e); 4) Direct staff to bring back the ordinance, with any modifications, at the next meeting for a second reading and adoption.

Fiscal Impact: None.

B. Consider Waiver of Voter-Approved Mono County Cannabis Cultivators Tax

Departments: Finance, CAO

20 minutes

(Janet Dutcher, Finance Director) - Cannabis taxation was premised on keeping the tax burden for operators at or below 30%. At the time Mono County adopted its taxing ordinance the produce price was \$800 per pound. Now it has fallen to \$300 or less per pound, increasing the tax burden above the 30% threshold. In response, the state has waived its cultivation tax for a period of three fiscal years. This item is a consideration whether Mono County should likewise waive its cultivation tax or consider other alternatives.

Recommended Action: Direct staff to return to the Board with an item to temporarily waive the cultivation tax for a period of three fiscal years ending June 30, 2025.

Fiscal Impact: None.

C. Establishment of Office of Public Administrator - Public Guardian; Repeal of Existing Code Sections

Departments: CAO

20 minutes

(Robert C. Lawton, CAO) - Proposed ordinance amending the Mono County Code to establish the Office of the Public Administrator - Public Guardian for Mono County; to repeal Chapter 7.91 related to Conservatorships; and unconsolidated the Office of the Public Administrator from the Office of the District of Attorney.

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

Fiscal Impact: A ten percent (10%) increase over current salary is proposed for the Department Head (Social Services Director) who assumes Public Administrator/Public Guardian/Public Conservator functions, effective February 15, 2023. Details regarding that cost will accompany a future agenda item to amend the Social Services Director job description, the current Social Services Director's employment agreement and the County's salary matrix.

D. Designate the County Administrative Officer as the County's Representative to the California Broadband Cooperative

Departments: CAO

15 Minutes

(Robert C. Lawton) - Designation of County representative to serve on the Board

of Directors of the California Broadband Cooperative (CBC).

Recommended Action: Designate the County Administrative Officer, or his or her designee, to represent the County as a Class A member of the CBC Board of Directors pursuant to Section 4.05(a)(i) of the Bylaws of California Broadband Cooperative, Inc. (Amended and Restated October 4, 2018).

Fiscal Impact: Under the CBC bylaws, the County is to receive a yearly stipend of \$2000, plus \$1000 for each meeting attended by its Director. These amounts are deposited to the County's General Fund.

E. Resolution Amending the At-Will Employee Salary Matrix

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - A Resolution of the Mono County Board of Supervisors Adopting a Revised Salary Matrix Applicable to At-Will Employee and Elected Department Heads to Reclassify the District Attorney Operations and Program Supervisor Position, and Superseding and Replacing R22-98.

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

Fiscal Impact: The proposed change has no current fiscal impact as the incumbent is currently making a salary in the revised Range.

F. Employment Agreement - District Attorney Chief Investigator

Departments: District Attorney

5 minutes

(Tim Kendall, District Attorney) - Proposed resolution approving a contract with Chris Callinan as District Attorney Chief Investigator, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R22-___, approving a contract with Chris Callinan as District Attorney Chief Investigator, 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 full cost of salary and benefits for an entire fiscal year is approximately \$172,709, of which \$131,112 is salary and \$41,597 is benefits. This is included in the adopted budget. Additionally, this item includes ARPA spending of \$5,132 as the cost of essential worker pay, which was not included in the adopted budget.

G. Employment Agreement - District Attorney Investigator II

Departments: District Attorney

5 minutes

(Tim Kendall, District Attorney) - Proposed resolution approving a contract with John Estridge as District Attorney Investigator II, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R22- ____, approving a contract with John Estridge as District Attorney Investigator II, 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 full cost of salary and benefits for an entire fiscal year is approximately \$154,511, of which \$120,186 is salary and \$34,325 is benefits. This is included in the adopted budget. Additionally, this item includes ARPA spending of \$5,132 as the cost of the onetime essential worker pay, which item was not included in the adopted budget.

H. Employment Agreement - District Attorney Operations and Programming Supervisor

Departments: District Attorney

5 minutes

(Tim Kendall, District Attorney) - Proposed resolution approving a contract with Sarah Gillespie as District Attorney Operations and Programming Supervisor, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R22- ____, approving a contract with Sarah Gillespie as District Attorney Operations and Programming Supervisor, 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 full cost of salary and benefits for an entire fiscal year is approximately \$121,189 of which \$85,995 is salary and \$35,194 is benefits. This is included in the adopted budget.

I. Employment Agreement - Deputy District Attorney III

Departments: District Attorney

5 minutes

(Tim Kendall, District Attorney) - Proposed resolution approving a contract with Todd Graham as Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R22- ____, approving a contract with Todd Graham as Deputy District Attorney III, 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 full cost of salary and benefits for an entire fiscal year is approximately \$162,273, of which \$127,054 is salary and \$35,219 is benefits. This is included in the adopted budget.

J. Communications Site License Agreement with New Cingular Wireless

Departments: Various

15 minutes

(Milan Salva, Interim IT Director and Stacey Simon, County Counsel) - Proposed communications site license Agreement between the County of Mono and New Cingular Wireless PCS, LLC for the development of a cellular tower on property owned by the County at the Chalfant Transfer Station.

Recommended Action: Approve, and authorize Chair to sign, communications site license agreement with New Cingular Wireless PCS, LLC to develop a telecommunications site at the Chalfant Transfer Station for an initial license term of 10 years, with four automatic 10-year renewals, for a total of up to 50 years, and payment of an annual license fee starting at \$1,500 for the first year and ending at \$6,198 for the final year, if specified conditions are satisfied. Find that the project is exempt from review under the California Environmental Quality Act (CEQA) because it qualifies for a Class 3 exemption (14 CCR 15303) and no exceptions to the exemption apply. Authorize staff to file a notice of exemption.

Fiscal Impact: The proposed development requires a conditional use permit (CUP) from the County and an amendment to the Joint Technical Documents (JTD) for the Chalfant site. New Cingular Wireless will pay application and processing costs for the CUP and reimburse hard costs up to \$15,000 for the JTD amendment. License fees for the first year (conditioned upon project approval) would be \$1,500.

K. Hydrologic Monitoring at Casa Diablo

Departments: Community Development - LVHAC

20 minutes

(Nick Criss, Code Enforcement) - Groundwater monitoring in the Casa Diablo Basalt Canyon area on behalf of Ormat Technologies, Inc. pursuant to requirements applicable to the permits for Ormat's geothermal operations.

Recommended Action: As recommended to County staff by the Long Valley Hydrologic Committee (LVHAC): (1) approve the use of a new groundwater monitoring entity to replace the US Geological Survey (USGS) in conducting groundwater monitoring; (2) authorize the CAO to enter into an interim agreement between the County and McGinley & Associates to conduct groundwater monitoring from November 1, 2022, through January 31, 2022, together with a companion agreement requiring Ormat Technologies, Inc. (Ormat) to reimburse the County's costs; and (3) authorize staff to issue a request for proposals (RFP) to identify a long term monitoring entity to perform the work.

Fiscal Impact: The costs of staff time to administer the contracts and request for proposals, which is reimbursed by Ormat.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

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 Board Minutes from July 19, 2022, August 9, 2022, August 16, 2022, and September 6, 2022, Regular Meeting of the Board of Supervisors.

RECOMMENDED ACTION:

Approve the Board Minutes from July 19, 2022, August 9, 2022, August 16, 2022, and September 6, 2022, Regular Meeting of the Board of Supervisors.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
July 19, 2022 DRAFT Meeting Minutes
August 9, 2022 DRAFT Meeting Minutes
August 16, 2022 DRAFT Meeting Minutes
September 6, 2022 DRAFT Meeting Minutes

History

Time

Who

Approval

10/26/2022 5:43 PM

County Counsel

Yes

10/13/2022 3:01 PM

Finance

Yes

10/28/2022 8:34 AM

County Administrative Office

Yes



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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA
93546

**Regular Meeting
July 19, 2022**

Backup Recording	Zoom
Minute Orders	M22-151 – M22-154
Resolutions	R22-077 – R22-079
Ordinance	ORD22-008 USED

9:15 AM Call meeting to Order

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).

Supervisors Absent: None.

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

Pledge of Allegiance by Supervisor Peters

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS - NONE

Note:

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

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

Robert C. Lawton, CAO:

- Met with Matt Paruolo – regarding transition out of Mono County to SCE
 - 2 applicants in for Matts’ replacements
- Contract with Paul McFarlan – Trails Supervision Facilitator
- Budget Model Meeting with Russ – thanked the Board, Finance Director Janet Dutcher, and Megan Mahaffey.
- Departmental Budget Meetings
- Aftermath of flooding in Benton/Chalfant areas – thanked Supervisor Duggan and Paul Roten, Kevin Julian, of Public Works
- Met with Supervisor Duggan on Sunday and toured the flood area – discussed the clean-up efforts.

4. DEPARTMENT/COMMISSION REPORTS

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

Paul Roten, Public Works Director:

- Provided a detailed update on the flooded area Benton/Chalfant

Supervisor Duggan:

- Thank you to everyone on Public Works team
- Drainage – not cleared out by CalTrans contributed to this
- Coordination with CalTrans is important
- Appreciated the communication from Paul Roten

Supervisor Kreitz:

- Floodplains – Are there homes in these areas? **Paul Roten:** Explains floodplains and discussed the Tri-Valley area, majority of homes are in the floodplain area
- County cannot work in the CalTrans right of way, correct? **Paul** – Yes
- In the future – we are more careful with permits in the floodplain area
- Suggests communicating with the LTC

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.)

Duggan Moved. Corless Seconded.

Vote: 5 yes, 0 no

Pull item A

Note:

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A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from May 3, and May 10, 2022, Regular Meeting of the Board of Supervisors.

Action: Approved the Board Minutes from the May 3, and May 10, 2022, Regular Meeting of the Board of Supervisors.

Modification/Amendments – to minutes 5/3 meeting minutes Item 3
Comment under item F – needs to be moved to the correct discussion
Item 5A. – John’s Peters to be paid for by CSAC

To adopt per amendment

Kreitz Moved. Peters Seconded.

Vote: 5 yes, 0 no

M22-151

B. Claim for Damages - Ian Wilson

Departments: Risk Management

Claim for damages filed by the Law Offices of Todd M. Friedman, on behalf of Ian Wilson, making various allegations related to Mr. Wilson's employment as a volunteer with the June Lake Fire Protection District. This claim is misdirected, as the June Lake Fire Protection District is a separate legal entity from Mono County.

Action: Denied the claim and direct the Risk Manager, in consultation with County Counsel, to send notice of the denial to the Law Offices of Todd M. Friedman.

Kreitz Moved. Peters Seconded.

Vote: 5 yes, 0 no

M22-152

C. Cannabis Delivery in Unincorporated Areas of Mono County

Departments: Community Development

Proposed ordinance continuing temporary suspension of prohibition on cannabis delivery established by Mono County Code Section 5.60.140(L) until public outreach and input occur and a long-term policy either allowing or prohibiting cannabis delivery is implemented by the County.

Action: Adopted proposed ordinance.

Note:

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

Kreitz Moved. Peters Seconded.

Vote: 5 yes, 0 no

ORD22-007

D. FY 2021-22 Amended budget – Appropriation Transfer Request

Departments: Economic Development

This item is a request for appropriation increases in the Tourism budget unit.

Action: Approved appropriation transfer request of \$14,495 from the Tourism fund balance of \$215,830 to the Tourism expenditure account as recommended in Attachment A (requires 4/5ths approval).

Kreitz Moved. Peters Seconded.

Vote: 5 yes, 0 no

M22-153

E. Amendment of Mono County Code Section 5.65.160 - Revised fines for Short-term Rental Violations

Departments: Community Development

Proposed ordinance amending Chapter 5, Section 5.65.160 of the Mono County Code to increase fines for violation of Mono County Short Term Rental Ordinances and establish a process for requesting a hardship waiver or reduction.

Action: Adopted proposed ordinance.

Kreitz Moved. Peters Seconded.

Vote: 5 yes, 0 no

ORD22-008

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

15 minutes

(Robert C. Lawton, CAO, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Action: None, informational only.

Note:

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Dr. Caryn Slack, Public Health Officer:

- Presented Item
- Schedule will not change for testing in Bridgeport

Justin Caporusso:

- Discussed Covid-19 Portal will be retiring and will be transitioning to the Public Health Webpage
- Press release planned to inform the public
- Confirmed that information will be available in Spanish

Supervisor Kreitz:

- Will we be redirected to the webpage?
- She received via email - Public Comment – requested to be on the agenda for next meeting as correspondence

County Counsel Simon:

- Clarifies procedure for Public Comment via email

Supervisor Peters:

- Are there going to be changes to the schedule for testing/vaccinations
- Will this information be available in Spanish?

B. PUBLIC HEARING: Solid Waste Tipping Fee Adjustments

Departments: Public Works - Solid Waste

PUBLIC HEARING: 9:00 AM (30 minutes)

Public Hearing Start: 10:08 AM

Public Hearing End: 10:09 AM

(Justin Nalder, Solid Waste Superintendent and Paul Roten, Acting Director of Public Works) - Conduct public hearing regarding increase of gate fees for County Solid Waste Facility Services. Consider resolution adopting increased fees as proposed.

Action: 1) Conducted Public Hearing 2) Adopted Resolution No. R22-77, “A Resolution of the Mono County Board of Supervisors to Increase Certain Gate Fees for County Solid Waste Facility Services”.

Justin Nalder, Solid Waste Superintendent:

- Presented Item
- Conducted Public Hearing
- Clean California is good for another year and yes there will be a free dump day(s)

Supervisor Peters:

- Is Clean California going to be continued? Walker – has requested to not have any fee increases that are going to sway people in not bringing their trash to the dump and might burn the trash or dispose of trash in an

Note:

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illegal manner. Will there be a free dump day?

Corless Moved. Peters Seconded.

Vote: 5 yes, 0 no

R22-077

C. Letter of Support for Caltrans District 9 Grant Application

Departments: CDD

10 minutes

(Wendy Sugimura) - Letter of support for Caltrans District 9 application to the Federal Reconnecting Communities Pilot Program

Action:

Authorized the Chair to sign the letter of support for Caltrans District 9's application to the Federal Reconnecting Communities Pilot Program.

Duggan Moved. Kreitz Seconded.

Vote: 5 yes, 0 no

M22-154

D. Allocation List Amendment - Office of the CAO

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to change the title of Emergency Operations Manager to Director of Emergency Management and to adjust the salary range accordingly.

Action: Adopted proposed resolution.

Robert C. Lawton, CAO:

- Presented Item
- Going from 2 positions to 1 position
- Will come to the Board if the second position is needed
- Explains that Chris will be responsible for one position not both

Supervisor Duggan:

- How is this change of position and its responsibilities change from the original position?

Supervisor Kreitz:

- Uncomfortable that not making a simultaneous adjustment to the other positions

Note:

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Call in Public Comment - Lynda Salcido:

- Will Chris be retaining his responsibilities as the Head of the Paramedic and Emergency Services in addition to this position?

Direction: Bring back to the next meeting and eliminate the second position from the allocation table entirely

Corless Moved. Duggan Seconded.

Vote: 5 yes, 0 no

R22-078

E. Employment Agreement - Interim Director of Emergency Management

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Chris Mokracek as Interim Director of Emergency Management, and prescribing the compensation, appointment and conditions of said employment.

Action: Announced Fiscal Impact. Approved Resolution R22-079, approving an amendment to the employment contract with Chris Mokracek to temporarily appointed Mr. Mokracek as Interim Director of Emergency Management, and prescribe the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract amendment on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2022-23 is approximately \$176,990, of which \$140,077 is salary, and \$36,913 is benefits. This is included in the County Administrator's Recommended budget.

Robert C. Lawton, CAO:

- Presented Item

Chris Mokracek, Emergency Medical Services Director:

- Shared Funny River Fire story – information
- His goal – One stop shops for information for the public in preparedness and response

Kreitz Moved. Duggan Seconded.

Vote: 5 yes, 0 no

R22-079

Moved to Item #9 – Board Reports

8. CLOSED SESSION

Closed Session Start: 10:54 AM

Note:

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

Reconvened: 11:34 AM

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

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

Supervisor Kreitz:

- Wednesday, July 13th I attended the Mono County Child and Family Well-being Summit. Great group of people attended and some equally great discussions around the draft dashboard and data presented. Look forward to the evolution of the dashboard.
- The MLH Development committee continues to meet and work on the multiple MLH developments in the Eastern Sierra. The Project Homekey continues to move forward at a quick clip. Due to the funding source and it's goal of getting housing quickly, many of the standard land-use requirements such as CEQA, fire sprinklers and other requirements are not required since the projects are not considered a change of use. The schedule for this project is to begin construction in January 2023. One of multiple concerns for this project and others going forward is the ongoing escalation of costs. Costs estimations made this year are already woefully below current costs.
- The MLH Board held a special meeting last night, July 18th to approve two resolutions for the application to HCD for the Portfolio Reinvestment Program. The two approved resolutions allow MLH and MLH's Valley Apartments LLC to apply for up to \$5 million dollars for the preservation of the 19 Valley Apartments in Bishop.
- I also participated in an interview for the MLH Housing Navigator positions. These positions are funded by both MLH and Mono County Social Services Department.

Supervisor Corless:

- Wildlife Crossing Meetings: Don Crocker, CA Wildlife Conservation Board, came to Mono County for a project site visit. Caltrans District 9 received preliminary approval of a WCB grant (for planning for the southern portion of the crossing

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project area) that will be approved by that board in November. Approval was originally slated for August, but after the site visit, Caltrans staff got the great news that they've been invited to expand the scope of the grant application and include more of the full project for planning funding. Last week, we also had full Wildlife Stewardship Team meeting, at which Caltrans shared a roadkill dashboard with data going back to 2002:

<https://caltrans.maps.arcgis.com/apps/dashboards/99593a1309244fd2976a8e1be20ce1f8>

- There will be a presentation about the wildlife crossing, and about CA Dept of Fish and Wildlife Human/Wildlife Conflict program at the next Collaborative Planning Team meeting on July 28.
- RCRC Executive Committee Meeting
- RCRC Cannabis Ad Hoc Committee Meeting
- Yosemite Gateway Partners Meeting
- Yosemite Area Regional Transportation System meeting in Mammoth: approved funding for 4 new buses, authorized sale of Park and Ride property in Mariposa. Want to thank Matt McClain for his service on the YARTS Authority Advisory Committee. Also got word that YARTS service will resume today on Hwy 41, and that public access should resume by the end of the week.

Chair Gardner:

- On Tuesday July 12, I participated in the monthly meeting of the Mono Basin Housing Committee. Topics at that meeting included continued development of a housing survey for the Mono Basin community, preparation of a letter to property owners offering options for workforce housing on their properties, and further discussion of the creation of a community housing trust.
- On Wednesday July 13, I attended the Children's Summit at the Lee Vining Community Center. This meeting was hosted by several County Departments and the Mono County Superintendent of Schools. We presented and discussed the Mono County Children and Youth Wellbeing Dashboard and developed possible priorities and actions to address some of the items on the Dashboard. A full report from the Summit will be forthcoming which can be used for future policy and other actions. Thanks to all our County Staff for their great work planning the Summit.
- Also, on Wednesday July 13 I attended the meeting of the June Lake Public Utility District Board to discuss how our County Public Works Dept. works with PUD and other agencies on road projects.
- On Wednesday July 13 I participated in the monthly meeting of the Mono Basin RPAC. Topics at that meeting included approval of a letter from the RPAC supporting the

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proposed Bodie Hills National Conservation Area, and updates from the Inyo National Forest and SCE.

- On Thursday July 14 I participated in the quarterly meeting of the Yosemite Gateway Partnership. We received a presentation from Beth Pratt, who is involved in the Wildlife crossing project in Southern California and is also aware and supportive of the proposed wildlife crossing project on Hwy 395 below Mammoth. We also heard updates from several Yosemite staff about the Washburn fire, ongoing construction projects, the reservation system, and the status of fishers in the Park.
- Yesterday I participated in a meeting of the YARTS Board in Mammoth. Topics at that meeting included regular operations and financial updates, approval of the sale of the Mariposa Park and Ride property, and approval of the purchase of five ADA-Accessible Over the Road Coaches.
- Finally, last night we held the fourth session of the Citizens Wildfire Academy. The topic was fuel reduction and other treatment projects. Janet Hatfield from the Whitebark Institute provided information about the ongoing Eastern Sierra Climate and Communities Resilience Project focused on 56,000 acres around Mammoth and surrounding areas. The next CWA session will be on August 15 and will focus on home hardening and defensible space.

ADJOURN at 11:35 AM

Note:

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

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

Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting
August 9, 2022**

Backup Recording	Zoom
Minute Orders	M22-155 – M22-165
Resolutions	R22-080 – R22-87
Ordinance	ORD22-008 USED

9:04 AM Call meeting to Order by Chair Gardner

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference or in person).

Supervisors Absent: None.

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

“The greatest day of your life and mine is when we take total responsibility for our attitudes that’s the day we truly grow up”. - John Maxwell

Pledge of Allegiance by Supervisor Duggan

Note:

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1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

In-person Public Comment:

1. **Julie** – Eastern Sierra Community Bank: Discussed upcoming plans and changes to the branch regarding in-person service
 - **Janet Dutcher, Finance Director:**
 - Has been working with Julie for smooth transition for the County and Bank
 - **Supervisor Peters:**
 - Suggests an Evening Town Meeting – to discuss the changes with the Bank
2. **Matt P.** – Southern California Edison:
 - Introducing himself as the new Government Relations Manager for Southern California Edison
3. **Dan Holler, Town of Mammoth Lakes Manager**
 - Provided updates on:
 - Committee Recreation Center
 - Whitmore Park improvements
 - Innsbruck Lodge – update
 - Parcel Project – update and funding
 - Child Care – agreement with Mammoth Lakes Foundation
 - Roadwork – completed paving projects update
 - Intersection Crossing Improvement – update

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

Robert C. Lawton, CAO:

- Attended NaCo Conference – Colorado
- NaCO leadership program
- Friday – in Sacramento: Multi-Party meeting in regard to the new Jail Project

4. DEPARTMENT/COMMISSION REPORTS

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

Scheereen Dedman, County Registrar:

- Provided reminder/information of the close of the Candidate Filing Period

Note:

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Supervisor Kreitz:

- Can others pick up candidate information?

Jazmin Barkley, Probation:

- Shared the yearly spotlight – Honored Leianna Eissinger

Chris Mokracek, Acting Emergency Director:

- Provided Emergency Management Update
- Working with CALOES
- Wrapping up the MPG Grant – American rescue
- Training scheduled – CALOES
- Evacuation Exercise scheduled in Mammoth – tomorrow
- Tonight – Mono County Radio Evaluation Meeting
- Thanked the Board for the opportunity to participate in the Professional Development Academy

Bryan Wheeler, Public Health Director:

- Completed the NaCo Leadership Academy
- Public Awareness on Monkey Pox – Vaccine
- Celebratory – VFC Influenza Excellence Award from the State – Awarded to the Public Health Team

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.)

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

Supervisor Peters pulled item K, heard after consent agenda

A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from May 17, 2022, Regular Meeting of the Board of Supervisors.

Action: Approved the Board Minutes from the May 17, 2022, Regular Meeting of the Board of Supervisors.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-155

B. June Lake Citizens Advisory Committee Appointments

Note:

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

Departments: Community Development

Consider appointing Claire Landowski and re-appointing Julie Brown to the June Lake Citizens Advisory Committee as recommended by Supervisor Gardner.

Action: Appointed Claire Landowski to a four-year term on the June Lake Citizens Advisory Committee, expiring Dec. 31, 2026, and reappoint Julie Brown for a four-year term, expiring Dec. 31, 2026.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-156

C. Women, Infants and Children (WIC) 2022-2025 Contract

Departments: Public Health

Proposed Standard Agreement #22-10262 with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program from October 1, 2022 to September 30, 2025.

Action: Approved, and authorized the Public Health Director to sign Standard Agreement, Contractor Certification Clause, and CA Civil Rights Laws Attachment with California Department of Public Health for the Women, Infants, and Children (WIC) Program for the period October 1, 2022 through September 30, 2025 and a not-to-exceed amount of \$1,000,317. Additionally, provided authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-157

D. Mono County Local Oral Health Program Grant Agreement 2022-2027

Departments: Public Health

Proposed Standard Agreement #22-10180 with California Department of Public Health (CDPH) California Oral Health Program from July 1, 2022-June 30, 2027.

Action: Approved, and authorized the Public Health Director to sign Standard Agreement, Contractor Certification Clause, and CA Civil Rights Laws Attachment with California Department of Public Health for the California Oral

Note:

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Health Program for the period July 1, 2022 through June 30, 2027 and a not-to-exceed amount of \$705,275.00. Additionally, provided authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-158

E. Allocation List Amendment - Office of the CAO

Departments: CAO

Approval of the recommended Allocation List Amendment.

Action: Approved the Allocation List Amendment, approving the changes to the Allocation List to remove one (1) Accountant III from Finance and replace it with one (1) Budget Officer position (At-Will Salary Range 17, \$115,242 to \$140,077) in the County Administrative Office.

Fiscal Impact: None.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-159

F. Claim for Damages - Louis and Pimchan Cohen

Departments: Risk Management

Claims for damages have been filed by Louis Cohen and Pimchan Cohen, related to alleged injuries during a vehicle accident on the Mammoth Scenic Loop. These claims are misdirected, as Mono County is not responsible for this highway easement and has no role in its maintenance or upkeep.

Action: Denied the claims submitted by Louis Cohen and Pimchan Cohen. Direct the Risk Manager, in consultation with County Counsel, to send notices to the claimants of the denials.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-160

G. Resolution to Delegate Approval for Type of Security in Lieu of Prepayment of Property Tax.

Note:

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

Departments: Finance

Resolution authorizing the Clerk of the Board to approve the type of security used to secure property taxes to be paid or securitized under the Subdivision Map Act.

Action: Adopted resolution authorizing the Clerk of the Board to approve the type of security used to secure property taxes to be paid or securitized under the Subdivision Map Act.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-80

H. 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 for increased fire protection services be consolidated with the 2022 Statewide General Election on November 8, 2022, and that the Mono County Elections Division conduct the election and canvass the returns.

Action: Considered and adopted Resolution R22-81, Consolidating the Special Election with the Statewide General Election on November 8, 2022, and directing the Mono County Elections Division to conduct the election and canvass the returns.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-81

I. Consolidation of Elections - Municipal

Departments: Elections

The Mammoth Lakes Town Council has requested that the General Municipal Election be consolidated with the Statewide General Election, and that the Mono County Elections Division conduct the election and canvass the returns.

Action: Considered and adopted Resolution R22-82, Consolidating the General Municipal Election with the Statewide General Election on November 8, 2022, and directing the Mono County Elections Division to conduct the election and canvass the returns.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-82

J. Reappointments to the Mammoth Lakes Mosquito Abatement District

Note:

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

Departments: Clerk of the Board

In May 2018, the Board of Supervisors approved the applications of Jeff Boucher, Stephen Ganong, Dan Schaller, and Lyle Koegler to four-year terms on the Mammoth Mosquito Abatement District Board of Trustees. Unfortunately, due to staffing changes, the terms have expired, but the aforementioned Trustees have reapplied to be appointed to the Board of Trustees. There are a total of five seats. If approved, there will be one vacant seat. Vacancy notices have been posted.

Recommended Action: Reappoint Jeff Boucher, Stephen Ganong, Dan Schaller and Lyle Koegler to four-year terms on the Mammoth Lakes Mosquito Abatement District Board of Trustees, all of which will expire May 15, 2026.

Fiscal Impact: None.

Supervisor Corless:

- Thank you for your volunteer service.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-161

K. Compensation for Planning Commissioner Service as Administrative Appeal Hearing Officers

Departments: Clerk of the Board

The presentation of a resolution to the Board of Supervisors to establish compensation for planning commissioners serving as administrative appeal hearing officers, as currently there is no compensation policy in place.

Action: Approve Resolution R22-83, Establishing compensation for Mono County Planning Commissioners when they serve as administrative hearing officers pursuant to Mono County Code Section 1.12.050

Fiscal Impact: One hearing a year is typical. Proposed rate is \$200 per hour spent serving as a hearing office. Funding has been allocated in the Board of Supervisors budget for Administrative Appeal hearings for the 2022-23 Fiscal Year

Supervisor Peters:

- What are the expectations? Is this typical amount?
- Have we had to hire outside counsel before?

Note:

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Scheereen Dedman:

- Discounted compared to outside Counsel fees
- Discussed additional fees – travel for outside Counsel
- We have not had to use outside counsel, but will need to with this upcoming pending hearing
- Considered an Administrative Hearing

County Counsel Simon:

- Provides some clarity of options available

Supervisor Duggan:

- Could you provide more background of the type of hearing?

Wendy Sugimura, Community Development Director:

- Provided information/process on an Administrative Appeal

Chair Gardner:

- Provided background on why we have the appeal process

Supervisor Corless:

- We are establishing compensation for an existing process and practice, minimal expense and a fair thing to compensate our commissioner for serving this role

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-84

L. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 6/30/2022.

Action: Approved the Treasury Transaction Report for the month ending 6/30/2022.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-162

M. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 6/30/2022.

Note:

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

Recommended Action: Approved the Investment Report for the Quarter ending 6/30/2022.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-163

N. Resolution Making Findings under AB 361 - Remote Meetings

Departments: County Counsel

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of August 9, 2022, through September 8, 2022.

Action: Adopted proposed resolution.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-83

6. CORRESPONDENCE RECEIVED

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

A. Bodie Hills Support Letter from the Mono Basin RPAC

Departments: Community Development

(Bentley Regehr, Planning Analyst) - The Bodie Hills Conservation Partnership requested the attached letter of support from the Mono Basin Regional Planning Advisory Committee (RPAC). No project or policy request has been made of the County at this time and staff is not tracking any specific issue.

Action: Received support letter.

Supervisor Peters:

- What is the ask of the Board?
- We need to look at responsible recreation opportunities in Bodie Hills and surrounding areas
- Very vague letter

Note:

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- Why wouldn't Community Development make the Bridgeport RPAC aware of the letter? That should have been the job of Community Development – this is a serious issue and topic that needs daylight
- Would appreciate more information on these issues from Community Development in the future
- Needs to be diversification of the economy in Bridgeport area to provide opportunities

Chair Gardner:

- Provided background of discussion
- Offers to speak to Supervisor Peters to provide more clarity and agrees that communication is key with the community

Wendy Sugimura, Community Development Director:

- Provided more context
- No policy ask at this time – just informational
- This is a discussion item – was not requested by RPAC
- Bridgeport RPAC – did not have an issue
- Letter was approved on 7/13 and there has not been a meeting since so there has not been any opportunity to communicate any update, will do that that at the next scheduled meeting

CAO Lawton:

- Appreciate Supervisor Peters concerns
- Needs to pursue more diversify economic development in North County
- Discussed goals for Community Development and Economic Development

Supervisor Corless:

- Supports Supervisor Peters suggestion of an evening meeting

Supervisor Kreitz:

- Supports Supervisor Peters suggestion of an evening meeting

B. William Wallace - false medical claims email

Departments: Clerk of the Board

Email from William Wallace stating that Mono County Health Officer, Caryn Slack, made false medical claims in the Sheet newspaper. Supervisor Kreitz acknowledged email as correspondence to be on agenda.

Action: Received correspondence email.

Public Comment: Call in comment – 805-754-5698:

- Discussed claims and the Federal Trade Commission
- Discussed claims that Caryn Slack and Sheet made regarding Covid 19

Note:

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vaccinations – misleading information in his opinion

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: Public Health

15 minutes

(Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer)
- Update on Countywide response and planning related to the COVID-19 pandemic.

Action: None.

Bryan Wheeler, Public Health Director:

- Presented Item

Chair Gardner:

- Is the doctor required to report positive cases? Does this affect accuracy in numbers?
- Home tests are not being reported

B. Employment Agreement - Acting Chief of Emergency Medical Services

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with N. Bryan Bullock as Acting Chief of Emergency Medical Services, and prescribing the compensation, appointment, and conditions of said employment.

Action: Announced Fiscal Impact. Approved Resolution R22-85, approving an amendment to the employment contract with N. Bryan Bullock to temporarily appoint Mr. Bullock as Acting Chief of Emergency Medical Services, and prescribe the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract amendment on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2022-23 is approximately \$154,774, of which \$115,242 is salary, and \$39,532 is benefits. This is included in the County Administrator's Recommended budget.

Note:

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Robert C. Lawton, CAO:

- Presented Item

Supervisor Peters:

- Bryan is an asset, and this is a great opportunity – Bryan has been great during Covid, and we are lucky to have him

Bryan Bullock:

- Thanked the board and appreciates this opportunity

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-85

C. Employment Agreement - Director of Emergency Management

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Christopher Mokrcek as Director of Emergency Management, and prescribing the compensation, appointment and conditions of said employment.

Action: Announced Fiscal Impact. Approved Resolution R22-86, approving a contract with Christopher Mokrcek as Director of Emergency Management, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2022-23 is approximately \$214,188, of which \$140,077 is salary, and \$74,111 is benefits. This is included in the County Administrator's Recommended budget.

Robert C. Lawton, CAO:

- Presented Item

Christopher Mokrcek, Acting Director of Emergency Management:

- Thanked the Board for the opportunity
- Enjoys working with all the departments in the County – having a blast so far and enjoying this position

Duggan motion. Kreitz seconded.

Vote: 5 yes, 0 no

R22-86

D. Employment Agreement - Budget Officer

Note:

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Departments: CAO
5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Megan M. Chapman as Budget Officer, and prescribing the compensation, appointment, and conditions of said employment.

Action: Announced Fiscal Impact. Approved Resolution R22-87, approving a contract with Megan M. Chapman as Budget Officer, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2022-23 is approximately \$161,286, of which \$121,004 is salary, and \$40,282 is benefits. This is included in the County Administrator's Recommended budget.

Robert C. Lawton, CAO:

- Presented Item
- Thanked Janet Dutcher, for her development of Megan Chapman and apologized for taking Megan from the Finance Department

Megan M. Chapman

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-87

Megan M. Chapman:

- Thanked Janet Dutcher
- Looks forward to serving the community

Chair Gardner:

- Thanked Megan – this is an unique roll and one of the greatest positions

Break: 10:29 AM

Reconvened: 10:39 AM

E. Introduction to READY Mono County Preparedness Portal

Departments: Information Technology; Office of Emergency Management
30 minutes (15min. presentation; 15min. discussion)

(Olivia Hollenhorst, GIS Specialist III/ GIS Team Lead, Chris Mokracek, Interim Director of Emergency Management) - Over the past year, the Information Technology Department has been collaborating with staff from Mono County

Note:

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and the Town of Mammoth Lakes to develop an emergency preparedness portal. Branded as READY Mono, this online resource provides real-time information and critical updates before, during, and after an emergency or natural disaster. Examples of these events include COVID-19 (Coronavirus), Public Safety Power Shutoffs, and wildfire. This agenda item will provide an overview and demonstration of each of these systems and provide an opportunity for the Board of Supervisors to ask questions and provide comments or feedback to staff.

Action: Informational item.

Christopher Mokracek, Acting Director of Emergency Management:

- Presented Item

Olivia Hollenhorst, GIS Specialist III/ GIS Team Lead:

- Presentation assistance
- Walk-thru of new portal on website

Supervisor Peters:

- AVIS radio system – will there be training for them?
- Population numbers – does this include all the tourist in campgrounds/hotels?

Supervisor Corless:

- Thanks Chris and Olivia for the presentation and all this work
- Lighting strike fires - will this be communicated?

Chair Gardner:

- This is great, in support of
- Discussed evacuation and Citizens Wildfire Academy and how it pertains to the portal

F. Ordinance Repealing Chapter 3.32 of the Mono County Code - Television Translator Service Charge

Departments: County Counsel

5 minutes

(Stacey Simon, County Counsel and Scott Pease, Summer Law Clerk) - Proposed ordinance repealing Chapter 3.32 of the Mono County Code to remove the Television Translator Service Charge for County Service Areas No. 2 and No. 5 in alignment with current County practices.

Action: Introduced, read title, and waived further reading of proposed ordinance.

Stacey Simon, County Counsel:

- Presented item

Note:

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Supervisor Duggan:

- Does this effect CSA 1? **Stacey, No**

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-164

G. Ordinance Amending Chapter 7.36 of the Mono County Code - Wells

Departments: County Counsel

15 minutes

(Stacey Simon, County Counsel) - Proposed ordinance to amend Mono County Code Chapter 7.36 to revise and clarify procedures related to the processing of applications for groundwater wells and conducting associated environmental review.

Action: Introduced, read title, and waive further reading of proposed ordinance.

Stacey Simon, County Counsel:

- Presented Item
- We have already begun to follow the law and implement these changes because it is legally required. The revision to the county code would simply mirror that so that moving forward the process would be clear on paper.
- Thanked Scott Pease for all his hard work on this manner
- Clarifies California Environmental Quality Act (CEQA)

Louis Molina, Environmental Health:

- Provided well permitting information

Wendy Sugimura, Community Development Director:

- Discussed process/assessment of application
- Discussed the roll of Community Development

Kreitz motion. Corless seconded.

Vote: 5 yes, 0 no

M22-165

H. FY 2022-23 Budget Update

Departments: CAO

30 minutes

Note:

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

(Robert C. Lawton, County Administrative Officer; Megan Mahaffey, Budget Officer) - Since the department requested budgets were brought to the board in a workshop from May 23 through May 25 the County Administrative Officer has met with Department budget teams to assess requests with needs and remove any discrepancies from when the budgets were submitted prior to the workshop. The most significant changes to the requested budgets came from the Sheriff, Public Works, EMS and Information Technology.

Action: Received update on budget development since board workshop.

Robert C. Lawton, CAO:

- Introduced Item and provided background

Russ Branson:

- Presented Item

Supervisor Corless:

- Congratulations to everyone, we are headed toward a more structurally balanced budget
- Would be great if we could include Finance Director Dutcher – like we have done in the past
- More detail in General Fund would be nice – anticipated increase in property taxes
- Discussed some confusing parts of the presentation:
 - The way the Budget was presented
 - “IF” Benton Landfill closes statement
 - Budget update – economic stabilization fund
- We need clear detailed information – charts and graphs that have been provided in the past has been helpful

Moved to Item #9 – Board Reports

8. CLOSED SESSION

Closed Session Begin: 12:37 PM

Closed Session Reconvene: 1:39 PM

- There was nothing to report out of closed session

A. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.

Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of

Note:

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

case: County of Mono et al., v. City of Los Angeles et al. (First District California Court of Appeal, Case No.: A162590)

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 - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

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

Supervisor Peters:

- 9/1 – Attend the virtual WIR and Public Lands meeting
- 9/4 - Treasury briefing
- 9/4 – Antelope Valley RPAC
- 9/4 – National Night Out – Bridgeport
- 9/6 – Antelope Valley Lions Club Meeting and 75th Anniversary of Antelope Valley Fire Department BBQ
- NACo Conference
- Visited the Human Service Center
- Attend the WIR meeting

Supervisor Duggan:

- NACo
- Vice Chair to membership committee
- 7/26 CSA1 meeting -recognizing Dave, and thank you to Public Works
- 7/28 IMACA Board meeting – restructure meeting
- NaCo Public Lands Meeting

Supervisor Corless:

- Eastern Sierra Climate and Communities Resilience Project Financial Advisory Committee Meeting: Got a project update--they have completed work in Reds Meadow and hope to treat almost 1000 acres in the project area this year. Presentation from Blue Forest Conservation on the concept of funding this and similar projects through forest resilience bonds.

Note:

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- Eastern Sierra Council of Governments special meeting--approved challenge cost share agreement with the Inyo National Forest
- Eastern Sierra Sustainable Recreation Partnership meeting.
- Upcoming: Wildfire and Forest Resilience Task Force Sept 27 in Grass Valley, 30x30 Partnership meeting in Sacramento, virtual attendance available for both
- Looking to put together a community forum on wildlife with Dan Taylor, also suggest item for an upcoming board meeting
- Even more good news for Mammoth Lakes 395 wildlife crossing project-- WCB proposing to award additional funds (almost \$3million) to planning/environmental review for the project

Chair Gardner:

- From Thursday July 21 to Sunday July 24, I participated with my colleagues on the Board and with staff in the National Association of Counties Annual Conference in Aurora, Colorado. The Conference approved two Public Lands resolutions and one other I sponsored, and I led a panel on Responsible Recreation. I also attended several workshops and other meetings that provided much useful information.
- On July 27 I participated in a meeting of the Regional Forest and Fire Prevention Program. The primary purpose of the meeting was to establish priorities for pursuing various initiatives.
- On Thursday July 28 I participated in the Collaborative Planning Team meeting. We received interesting briefings about human wildlife contact and the June Lake Loop Active Transportation Plan.
- On Monday August 1 I participated in the monthly call for the NACO Public Lands Policy Committee. We heard a summary of the pending Climate-Related legislation in Congress, and the status of other legislation.
- Also, on Monday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. We received updates on various ongoing projects and activities and heard updates from each of the partners.
- On Wednesday August 3 I participated in the monthly meeting of the June Lake citizens Advisory Committee. Topics at that meeting included an update about the June Lake Loop Active Transportation Plan and the scheduling of the June Lake Triathlon.
- On Friday, August 5 I participated in the monthly meeting of the Kutzadika Tribal Council. Topics at that meeting included an update on the Tribe's efforts to get Federal Recognition legislation approved, and a review of several ongoing activities.

Note:

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

ADJOURN at 1:40 PM

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



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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA 93546

**Regular Meeting
August 16, 2022**

Backup Recording	Zoom
Minute Orders	M22-166 – M22-171
Resolutions	R22-088 USED
Ordinance	ORD22-009 – ORD22-010 USED

9:04 AM Call meeting to Order by Chair Gardner

Supervisors Present: Corless, Duggan, Gardner, and Kreitz. (All attended in person).

Supervisors Absent: Peters.

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

“Every day is a gift” - unknown

Remembered Carmen Ramirez – Ventura County Board of Supervisors, first female Latina, she passed away over the weekend in a tragic accident

Pledge of Allegiance by Supervisor Corless

Note:

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

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

There was no public comment.

2. RECOGNITIONS

A. Child Support Awareness Month

Departments: Board of Supervisors, sponsored by Chair Gardner
10 minutes

(Amy Weurdig, Regional Director, Eastern Sierra Child Support Services) - Recognition of August as Child Support Awareness Month.

Action: Adopted proclamation recognizing August as Child Support Awareness Month.

Amy Weurdig, Regional Director, Eastern Sierra Child Support Services:

- Presented Item

Supervisor Kreitz:

- Thanked Amy and Chair Gardner for their work

Kreitz motion. Corless seconded.

Vote: 4 yes, 0 no, 1 absent

M22-166

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

Robert C. Lawton, CAO:

- Thanks to the IT team – new microphones and work on the Mono Lake Room
- Administered new employee Oaths
- Evacuation Exercise last week – Zone Haven Alert Program
- In-person Leadership meeting

Note:

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

- Nate Greenberg – 20 years of service – Leader for the increase of Broadband in Mono County with Emergency Medical Services
- Acknowledged Inyo County – offered Nate Greenberg the CAO position

4. DEPARTMENT/COMMISSION REPORTS

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

Sheriff Ingrid Braun:

- Met in-person with Behavioral Health Director Robin Roberts yesterday – training for law enforcement on the Mobile Crisis Response Unit

Paul Roten, Public Works Director:

- Provided update on elevator repairs – elevator currently not working

Nate Greenberg, IT Director:

- Thanked the staff and Board
- Proud of his team and what they have accomplished over the years

○ **Supervisor Corless:**

- Thanked Nate for his commendable impressive service to Mono County over the years

○ **Chair Gardner:**

- Agrees with Supervisor Corless

Janet Dutcher, Finance Director:

- Provided update on checking account balance

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.)

County Counsel Simon:

- Acknowledged recent receipt of suggestions from California Department of Fish and Wildlife related to Item #5F and indicated that staff would follow-up with them on their comments. Ordinance could be amended later if needed.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, 1 absent

Note:

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A. 2022 Slurry Seal Project

Departments: Public Works

This project will maintain the pavement on Convict Lake Road and Rock Creek Road by application of slurry seal, and re striping paint markings.

Action:

1. Approved the attached bid package and authorize the Public Works Department to advertise the project for bids.
2. Authorized the County Administrative Officer to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount equal or less than the Engineer's Estimate, plus 15 percent contingency.
3. Authorized the County Administrative Officer to reject all bids if no bid is received that is less than the Engineer's Estimate, plus 15 percent contingency.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, 1 absent

M22-167

B. Contract with North American Mental Health Services

Departments: Probation

Proposed contract with North American Mental Health Services pertaining to Mental Health Assessments, Psychological Evaluations and Psychiatric Evaluations.

Action: Approved County entry into proposed contract and authorize CAO Lawton to execute said contract on behalf of the County.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, 1 absent

M22-168

C. Contract with CalMHSa Electronic Health Record

Departments: Behavioral Health

Proposed contract with California Mental Health Services Authority (CalMHSa) pertaining to Semi-Statewide Enterprise Health Record.

Action: Approved, and authorized Chair Gardner to sign, contract with CalMHSa for Semi-Statewide Enterprise Health Record for the period July 1, 2022, through March 18, 2029, and a not-to-exceed amount of \$740,328.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, 1 absent

M22-169

Note:

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D. Behavioral Health Department Crisis Care Mobile Units (CCMU) Grant Contract Modification

Departments: Behavioral Health

Modification to grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units.

Action: Approved and authorized County Administrative Officer (CAO) to sign contract modification of grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units. The contract modifications include the addition of a business associate's agreement and the removal of certain technical provisions in Attachment B, Special Subcontract Terms and Condition.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, 1 absent

M22-170

E. Ordinance Repealing Chapter 3.32 of the Mono County Code - Television Translator Service Charge

Departments: County Counsel

Proposed ordinance repealing Chapter 3.32 of the Mono County Code to remove the Television Translator Service Charge for County Service Areas No. 2 and No. 5 in alignment with current County practices.

Action: Adopted proposed ordinance.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, 1 absent

ORD22-009

F. Ordinance Amending Chapter 7.36 of the Mono County Code - Wells

Departments: County Counsel

Proposed ordinance to amend Mono County Code Chapter 7.36 to revise and clarify procedures related to the processing of applications for groundwater wells and conducting associated environmental review.

Action: Adopted proposed ordinance.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, 1 absent

ORD22-010

Note:

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6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. PUBLIC HEARING: Appeal of the Planning Commission's Denial of Conditional Use Permit 22-004/Valletta

Public Hearing: 10:01 AM (Appellant is not available)

Ended: 10:03 AM

Opened Public Hearing for the second time, after item #7C.

Public Hearing: 11:00 AM

Ended: 11:24 AM

(Appellant is available at 11:00 AM)

Departments: Community Development

PUBLIC HEARING: 9:00 AM (20 minutes)

(Michael Draper, Planning Analyst) - Appeal of a Planning Commission decision to deny a use permit for transient rental (overnight rental fewer than 30 consecutive days) of two, two-bedroom units within a four-unit residential complex in June Lake.

Action: Affirmed previous determination of the Planning Commission regarding Conditional Use Permit 22-004/Valletta, thereby denying the appeal.

Michael Draper, Planning Analyst:

- Presented item

Supervisor Duggan:

- Is there a time frame for compliance of removing the shed?
- Is this the best thing for the community? And the right thing to do? Why was this not rented right now?
- Discussed short-term rental

County Counsel Simon:

- Suggests coming back to this item to allow appellant time to join via zoom
- Mr. Valletta is proposing to change some of the facts on the ground related to his proposal, it might be appropriate to send back to the Planning Commission, sounds like a new project
- Clarifies for the appellant that once the hearing is closed, there is no

Note:

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more public comment and the right to respond - same issue with the Planning Commission

-
- **Appellant Call in – Devin Valletta:**
 - Called in to request an extension to the hearing
 - Discussed issues and what he is willing to correct
 - Asking for a 30 – 45-day extension
 - Thanked the Board
 - Agreed with Wendy Sugimura about the concerns
 - Discussed housing concerns
 - Explains his situation with his current tenants

Chair Gardner:

- How much additional time are you requesting?
- This is in my District
- Discussed lack of housing in June Lake

Supervisor Kreitz:

- Discussed conditions vs project approval
- Don't want to waste staff time and efforts
- Agrees with Chair Gardner
- Still don't support waving or changing the direction of the Planning Commission
- Would like to bring back a moratorium on all housing types

Wendy Sugimura, Community Development Director:

- Discussed concerns of the Planning Commission
- Discussed options of upholding the appeal vs denying the appeal

Kreitz motion. Corless seconded.

Vote: 4 yes, 1 no, 1 absent

M22-171

B. Wildfire Smoke Monitoring Presentation

Departments: Board of Supervisors, sponsored by Supervisor Corless

20 minutes

(Phill Kiddoo, Great Basin Unified Air Pollution Control District) -
Presentation by Phill Kiddoo, Great Basin Unified Air Pollution Control
District, regarding Wildfire Fire Smoke Monitoring.

Note:

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

Action: None, informational.

Phill Kiddoo, Great Basin Unified Air Pollution Control District:

- Introduced item

Kim Mitchell, Research and Systems Analyst:

- Presented item

Supervisor Corless:

- Thanked to Phil and Kim
- Important that we provide resources to our residents and visitors

Supervisor Duggan:

- Thanked Phil and Kim
- Discussed Crowley Lake and Tri-Valley effects

Chair Gardner:

- This would be great for our Citizens Wildfire Academy meeting – 9/19

Break Started: 10:29 AM

Reconvened: 10:40 PM

C. 2021 Inyo and Mono Counties Crop and Livestock Report

Departments: Agricultural Commissioner

15 minutes

(Nathan D. Reade, Agricultural Commissioner) - Presentation of the 2021 Inyo and Mono Counties Crop and Livestock Report by Agricultural Commissioner Nathan D. Reade.

Action: None, informational only.

Nathan D. Reade, Agricultural Commissioner:

- Presented Item

Call-in: Jake Suppa:

- Would like input on USDA proving California has had cultivation breeding programs and not being adopted as law and how that would influence tourism in Mono County?

D. COVID-19 (Coronavirus) Update

Departments: Public Health

15 minutes

(Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Action: None, informational only.

Note:

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Bryan Wheeler, Public Health Director:

- Presented Item

Supervisor Kreitz:

- Surprised to see there was no referencing the CDC update guidance, but now I see you are waiting for CDPH

E. Sale of Benton Homes to Utu Utu Gwaitu Tribe

Departments: CAO

15 minutes

(Stacey Simon, County Counsel and Sanjay Choudhrie, Housing Opportunities Manager) - Proposed contract with Utu Utu Gwaitu Tribe pertaining to sale of two residential units located in Benton for continued use as affordable/tribal housing by the Tribe; related resolutions and findings.

Action: Adopted proposed resolution.

Stacey Simon, County Counsel:

- Introduced Item
- Clarifies – Sale Agreement
- Provided background on initial negotiations

Erik Ramakrishnan, Outside Counsel:

- Presented Item

Supervisor Kreitz:

- Concerned about waiving the fees

Duggan motion. Corless seconded.

Vote: 3 yes, 1 no, 1 absent

R22-88

Moved to item #9 – Board Reports

8. CLOSED SESSION

Closed Session: 11:58 AM

Reconvened: 1:03 PM

- There was nothing to report out of closed session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section

Note:

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54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

9. REGULAR AGENDA - AFTERNOON

A. Long Valley and Little Round Valley - Litigation and Bi-State Sage Grouse

Departments: County Counsel

1.5 hours (1pm)

(Stacey Simon, County Counsel; Wendy Sugimura, Community Development Director) - Workshop updating the Board and the public regarding litigation affecting Long Valley and Little Round Valley and providing the status of Bi-State Sage Grouse in the region. Opportunity for the public to provide input to the Board.

Action: Provided desired direction to staff, which may include: to return to the Board with a draft letter to the Los Angeles Department of Water and Power regarding the California Court of Appeal's decision; the scheduling of regular Board updates on irrigation and habitat in Long and Little Round Valleys, or such other direction as determined by the Board.

Stacey Simon, County Counsel:

- Introduced and Presented item
- Provided background and overview
- Counties and the Sierra Club's litigation pursuant to the California Environment Quality Act against the City of Los Angeles and Los Angeles Department of water and Power related to the proposal 2018
- Status update on Sage Grouse Population

Public Comment:

1. **Matt Kemp, Wendy Schneider, Matt McClain, Allison Weber.**

10. BOARD MEMBER REPORTS

Note:

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

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

Supervisor Corless:

- Eastern Sierra Council of Governments meeting:
- Adopted resolution to create a new program of work called the "Eastern Sierra Economic Resiliency Pilot Program" -- this authorizes ESCOG participation in the upcoming Community Economic Resilience Fund planning process. Consideration of approval of this program will now go back to the four member entities before implementation
- Discussed staff capacity and funding
- Approved request for proposals for Towns to Trails program (grant from SNC)
- RCRC Cannabis Policy Ad Hoc Committee: discussed policy platform changes, received legislative update, presentation from CA Dept of Fish and Wildlife. Platform changes will be available for county staff review this fall.
- Attended retirement party for Mammoth Lakes Fire Protection District Chief Frank Frievalt, wish Frank all the best and congratulations to Mammoth's new Fire Chief, Ales Tomaier
- RCRC Annual Meeting basket auction fundraiser--seeking donations/contributions for Mono County's auction item

Supervisor Kreitz:

- On August 11th, I participated in a meeting with Housing and Community Development (HCD) staff and Anna Scott of Inyo County to discuss the Eastern Sierra Continuum of Care and the Emergency Solutions Grant (ESG) program. At this time the Collaborative Applicant - Inyo County - does not have the capacity to apply for the 2022 ESG funds. HCD and HUD are working on new guidelines to make the use of the ESG funds more accessible to small rural communities. The CoC is meeting soon and will discuss the ESG program.
- "Mammoth Lakes Housing, Inc. (MLH) closed escrow on the Innsbruck Lodge with the intent to convert the boutique hotel into 16 apartments. Tenant occupancy will occur before May 2023
- This acquisition is the result of a joint grant awarded to the Town of Mammoth Lakes and MLH for \$4.56 million through the Project Homekey Program. The Mono County Board of Supervisors also made a financial commitment, which bolstered the grant application.
- This project "...showcase[s] the spirit of what Homekey is all about – state and local partners working together to do more for those who need it," said Department of Housing and Community Development Director Gustavo Velasquez.
- This multi-million-dollar award is only one of four made to the rural Balance of the State counties and the only award made to date in MLH's tri-county

Note:

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service area of Inyo, Mono, and Alpine. Unlike other Homekey projects that are restricted to very-low income, the Innsbruck Lodge will serve households earning up to 80% of the Area Median Income (AMI) who are struggling to find safe, affordable housing in our community. For a single-person household that is a maximum of \$45,300.” [MLH Press Release](#).

- The California Tax Credit Allocation Committee’s (CTCAC) made recent change to the regulations that could benefit low-income housing development in Mono County. On July 20, 2022, CTCAC’s committee members approved the addition of subsection (D) to Section 10325(c)(9) of CTCAC Regulations:
- **(D) For Rural set aside projects applying in counties where no tax credit applications have been received within 5 years of the application filing date, the tiebreaker shall increase by 5 percentage points.**
- By adding subsection (D), CTCAC is allowing a boost to the final tie breaker score by 5 percentage points, thereby increasing their competitiveness within the Rural set aside. In most instances, the final tiebreaker score ends up being the deciding factor between which project is funded and which one does not.

Chair Gardner:

- On Wednesday Aug. 10 I met with several Mono Basin partner representatives to talk about various projects and hear updates on each agency’s activities. One important item noted was Public Lands Day on Sept. 24.
- On Friday Aug. 12 I participated on the meeting of the Eastern Sierra Council of Governments. We discussed future capacity for ESCOG, approved a bid for implementation of the Buttermilk Infrastructure and Recreation Initiative, approved a request for Proposals for Towns to Trails Plan, and adopted a resolution to establish a program of work known as the Economic Resiliency Pilot Program.
- Also, on Friday Aug. 12 I joined the Eastern Sierra Transit Authority Board for its monthly meeting. We approved the Short-Range Transit and Coordinated Human Services Plans and reviewed the regular operations and financial reports. Ridership is increasing on some of ESTA’s routes.
- Finally, last night I hosted the fifth session of the Citizens Wildfire Academy. Our topic was Home Hardening and Defensible Space. Yana Valachovic from US Extension and Crystal Medhurst from Whitebark Institute made excellent presentations. The recording of the session will be available at the Eastern Sierra Wildfire Alliance Website.

Note:

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

ADJOURNED in memory of Carmen Ramirez at 2:43 PM

Note:

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

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

**Regular Meeting
September 6, 2022**

Backup Recording	Zoom
Minute Orders	M22-172 – M22-179
Resolutions	R22-89 – R22-95
Ordinance	ORD22-11 NOT USED

9:02 AM Call meeting to Order by Co – Chair Duggan

Supervisors Present: Corless, Duggan, Kreitz, Gardner and Peters. (All attended in person or via zoom).

Supervisors Absent: Co-Chair Duggan left meeting at 12:00pm.

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

Pledge of Allegiance by Supervisor Peters

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Note:

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

Call-In:

Dan Holler, Town Manager Mammoth Lakes:

Provided Update on:

- Community Recreation Center – Update
- Outdoor – Ice Rink and Parking – open Dec/Jan 2023
- South County – Ball field rehab update Whitmore Park and discussed supply chain update – on chain link fence
- Work in the parcels continue –
- Utility work done this September
- Tree Removal – phase 2
- Child Care Facility
- Crack Seal work
- Studio Unit – they are bringing on board – working thru options for property
- Project work – 6 units
- Trails team – clean up September 17th

Supervisor Kreitz:

- CRC – open this winter?
- Child Care – still proceeding with childcare in phase one, correct?

Jake Suppa:

- Read letter – USDA
- Prop 64 – Mono County supported
- Suggests that Mono County could follow suit in the new regulations and adopt them
- Diploid species - Discussed genomic transfer from CBD to THC cannabis – is often not possible
- Conditional Use Permit

2. RECOGNITIONS – NONE

Co-Chair Duggan:

- *Has a hard stop at noon for an hour – to participate in a NaCo Meeting*

Note:

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

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

CAO Lawton:

- Fiscal Year 22/23 Budget
- Paul Roten – Jail Report, timelines
- Leadership meetings
- Coffee with the CAO –
- Met with Nate Greenberg – Cal Broadband
- Dan Holler – Bi-weekly meeting later today
- Liaison Committee is scheduled for October 3, Joint County/Town Meeting for 10/7

Supervisor Corless:

- Could detail be sent for Joint Meeting - October 7th meeting information – requested

Supervisor Peters:

- WIR meeting is Oct. 7th in-person so he will not make the Joint Meeting

4. DEPARTMENT/COMMISSION REPORTS

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

Chris Mokracek, Emergency Management Director:

- Provided update – Quart of an acre fire – Scenic Loop
- 8/10 Conducted Trails exercise – Multi Agency: Town of Mammoth Lakes and Mono County
- Emergency Alert Sign Ups
- 8/25 – Participated CAL OES – Covid 19 Hot Wash – we did an outstanding job in Mono County
- 8/27 - Participated as a panelist in the Emergency Preparedness Workshop hosted by CSA 1 – Crowley Lake, well attended, good panel of first responders
- Wildlife Mitigation Coordinator Position – Will assist in Crowley Lake Area
- 9/1 – California Fire Safe Council and Regional Forest and Fire Capacity Program – Community Resilience Center Grant (Evacuation Centers, Warming and Cooling Centers)

Note:

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

- SCE – Management Team Briefing – discussed blackouts/Rolling blackouts
- 9/7 – Hosting Unified Command Meeting
- 9/19 – Co-presenting the Citizen Wildfire Education Academy

Stacey Simon, County Counsel:

- Attended a 2-day training – by Californian Grand Jurors Association for Legal Advisors to the Grand Jury
- PRISM – on rotation as a Legal Advisor – types of claims city/counties may encounter
- Walker River – Closed Session – Emily Fox has returned from maternity leave, and this will be heard next week not today

Justin Nalder, Solid Waste Superintendent:

- 9/17 – Benton area Clean California Dump Days – Co sponsored with CALTRANS
- 9/25 – Chalfant Clean California Dump Day

Paul Roten, Public Works Director:

- Provided update on Painting of the Courthouse – company in Reno that we are looking at right now
- Project Establishment – of the Jail Project and update on details of Jail Project
- Update on existing hospital – preparing for the demolition work

Chair Gardner:

- Requests a monthly update on the Jail Project

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.)

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from May 23 and May 24, 2022, Special Meetings of the Board of Supervisors.

Action: Approved of the Board Minutes from May 23 and May 24, 2022, Special Meetings of the Board of Supervisors.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

M22-172

Note:

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

B. Appointment of Michael Martyr to Birchim Community Services District

Departments: Clerk of the Board

The Birchim Community Services District informed the Mono County Clerk of one vacancy on its governing board. Notice of the vacancy was posted in three conspicuous places as required by Government Code section 1780. Since it is past the 60-day time frame in which the Birchim Community Services District Board could have made the appointment, under section 1780, the Board of Supervisors may make the appointment. Subsequently, Birchim Community Services District received one application, from Michael Martyr. Accordingly, the Birchim Community Services District Board is asking that the Board of Supervisors appoint Michael Martyr a member of the Birchim Community Services District governing board for a term ending November 30, 2022.

Action: Appointed Michael Martyr to the Birchim Community Services District governing board for a term ending November 30, 2022.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

M22-173

C. Reappointment of Michelle Raust to First 5 Mono County Children and Families Commission

Departments: Clerk of the Board

The First 5 Mono County Executive Director requests the Mono County Board of Supervisors reappoint Michelle Raust, to serve a subsequent five-year term on the First 5 Mono County Children and Families Commission, Expiring September 30, 2027, in the category of "a person responsible for management of . . . children's services . . . [and/or] social services."

Action: Reappointed Michelle Raust, to serve a subsequent five-year term on the First 5 Mono County Children and Families Commission, Expiring September 30, 2027.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

M22-174

D. Resolution Making Findings under AB 361 - Related to Remote Meetings

Departments: County Counsel

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of September 6, 2022, through October 6, 2022.

Action: Adopted proposed resolution.

Note:

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

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

R22-89

E. Resolution Finding that 160 Folding Chairs are No Longer Needed for County Use and Authorizing Contingent Donation to Coleville High School

Departments: Public Works

Proposed resolution to declare old chairs from Antelope Valley Community Center as surplus property and donate said chairs to Coleville High School. Four-fifths (4/5) vote required.

Action: Adopted proposed resolution.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

R22-90

F. Contract Amendment to Municipal Resource Group LLC

Departments: CAO

Proposed amendment to contract with Municipal Resource Group LLC to add additional work and services in the form of codifying policies and procedures for local government.

Action: Approved and authorized CAO to sign amendment to contract with Municipal Resource Group LLC to add the task of codifying policies and procedures for local government. This amendment facilitates developing a comprehensive, countywide internal policy and procedures manual for the period July 1, 2022, through June 30, 2023 for a not-to-exceed amount of \$16,500, and a new Contract Limit for FY 22/23 of \$91,500. Provide any desired direction to staff.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

M22-175

G. 2022-23 Appropriations Limit

Departments: Finance

Proposed resolution establishing the 2022-23 Appropriations Limit.

Action: Adopted proposed resolution R22-91, Establishing the 2022-23 Appropriations Limit, and making other necessary determinations for the County and for those special districts governed by the Board of Supervisors that are required to establish appropriations limits.

Note:

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

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

R22-91

H. 2022-23 Property Tax Rates

Departments: Finance

Proposed resolution establishing the 2022-23 tax rates on the secured roll.

Action: Adopted proposed resolution R22-92, Establishing the 2022-23 tax rates on the secured roll.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

R22-92

I. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 7/31/2022.

Action: Approved the Treasury Transaction Report for the month ending 7/31/2022.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

M22-176

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Citizen Proposal to Rename Airport

Departments: Board of Supervisors

10 minutes

Read letters and packet from Inyo County Clerk of the Board regarding the citizen's proposal to have the Bishop Airport renamed " The Bishop-Dave McCoy Airport". Hear presentation from proponent Randy Short.

Action: Considered request from Inyo County for Mono County's input on the renaming of the airport and direct staff to provide any Board input to Inyo County by September 13.

In-person – Randy Short:

- Presented and read letters from Inyo County

Note:

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

Supervisor Corless:

- Thanked Randy, and it in support of
- Inyo County asked for feedback – helpful for Inyo County let them know what our discussion was
-

Chair Gardner:

- Supports recognition of Dave McCoy – Inyo County is to decide
- Benefited from the \$1 ski program
- Agree with Supervisor Corless – a letter with our discussion

Supervisor Kreitz:

- Dave contributed a lot but feel that it is Inyo County’s decision
- Anything that takes the least amount of staff time will be the best way to communicate

Supervisor Peters:

- Recognizing Dave McCoy is appropriate – this is an Inyo matter

Co-Chair Duggan:

- Appreciated the presentation
- Feels this is Inyo County decision – in support of recognizing Dave McCoy
- Bring back on the 13th - letter with discussion

County Counsel Simon:

- Discussed options on how to communicate the findings

B. Presentation on Air Quality in the Mono Basin PM10 Planning Area

Departments: Board of Supervisors, sponsored by Supervisor Corless

15 minutes

(Phill Kiddoo, Great Basin Unified Air Pollution Control District) - Presentation by Phill Kiddoo from Great Basin Unified Air Pollution Control District on air quality in the Mono Basin PM10 Planning Area and request for the Mono County Board of Supervisors to send correspondence to the State Water Board requesting a Mono Lake Hearing.

Supervisor Corless:

- Introduced item
- Support preparing a letter – to be direct
- Advocacy organization – follow up on this

Phill Kiddoo, Great Basin Unified Air Pollution Control District:

- Presented Item – Power Point Presentation

Supervisor Kreitz:

Note:

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

- Decision 1631 – the hearing would happen and should happened?
- In support

Supervisor Peters:

- Great Basin – ever requested a hearing?
- In support - be firm in letter – enough time has gone by and a hearing needs to happen
- Can approach CSAC for a letter

Chair Gardner:

- What is the impact of the PM 10 air quality? Phill could you please explain this?
- Support sending a letter – reminding them to hold a hearing and schedule a hearing to address this issue

Supervisor Duggan:

- In support of a letter – this is way overdue, this is not just a Mono Basin issue

Call-In Comment:

Bartshe Miller. Eastern Sierra Policy Director:

- Provided Mono Lake Committee perspective

Peters motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-177

Action: Received presentation and discussed request for Mono County Board of Supervisors to send correspondence to the State Water Board requesting a Mono Lake Hearing.

C. COVID-19 (Coronavirus) Update

Departments: Public Health

15 minutes

(Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Action: None.

Bryan Wheeler, Public Health Director:

- Presented Item

Note:

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

Dr. Caryn Slack, Public Health Officer

- Provided update on boosters
- Has been tested on humans for boosters

Supervisor Corless:

- Support/Advocate – County communication with Mammoth Community Water District Board
- Ask them to reconsider MOU

Chair Gardner:

- Agreed with Supervisor Corless
- Do we have a sense of the concern of the MOU?

Supervisor Peters:

- In support

County Counsel Simon:

- Clarifies issue – the need for political support in the form of a letter or resolution for the Board’s consideration

D. Employment Agreement - Chief of Emergency Medical Services

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with N. Bryan Bullock as Chief of Emergency Medical Services, and prescribing the compensation, appointment and conditions of said employment.

Action: Announced Fiscal Impact. Approve Resolution R22-93, approving a contract with N. Bryan Bullock as Chief of Emergency Medical Services, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2022-23 is approximately \$154,774 of which \$115,242 is salary, and \$39,532 is benefits. This is included in the County Administrator’s Recommended budget.

Robert C. Lawton, CAO:

- Presented Item

Bryan Bullock:

- Thanked the Board for the opportunity
- Provided his 30-year background of employment

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

Note:

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

R22-93

E. Employment Agreement - Acting Director of Information Technology

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Propose resolution approving a contract with Milan Salva as Acting Director of Information Technology, and prescribing the compensation, appointment and conditions of said employment.

Action: Announced Fiscal Impact. Approved Resolution R22-94, approving a contract with Milan Salva as Acting Director of Information Technology, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2022-23 is approximately \$182,840, of which \$140,077 is salary, and \$42,763 is benefits. This is included in the County Administrator's Recommended budget.

Robert C. Lawton, CAO:

- Presented Item

Milan Silva, Acting Director of Information Technology:

- Thanked the Board and is appreciative of the opportunity

Corless motion. Kreitz seconded.

Vote: 5 yes, 0 no

R22-94

F. Employment Agreement - Economic Development Manager

Departments: Economic Development

5 minutes

(Jeff Simpson, Economic Development Director) - Proposed resolution approving a contract with Liz Grans as Economic Development Manager and Film Commissioner, and prescribing the compensation, appointment and conditions of said employment.

Action: Announced Fiscal Impact. Approved Resolution R22-95, approving a contract with Liz Grans as Economic Development Manager and Film Commissioner, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

Note:

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

Fiscal Impact: Ms. Grans will be appointed as the Economic Development Manager and Film Commissioner at Range 12, Step A of the Management Compensation Policy. Her annual salary will be \$90,295, and the amount of benefits will be \$69,482. Annual fiscal impact is \$159,777.

Jeff Simpson, Economic Development Director:

- Presented Item

Liz Grans:

- Honored and thankful for the opportunity

Chair Gardner:

- Appreciate all your service

Co-Chair Gardner:

- Appreciate your service

Justin Caporusso, Caporusso Communications:

- Congratulated Liz

Gardner motion. Peters seconded.

Vote: 5 yes, 0 no

R22-95

Break: 11:15 AM

Reconvened: 11:27 AM

G. Franchise Service Fee Floor Adjustment

Departments: Public Works - Solid Waste

15 minutes

(Justin Nalder, Solid Waste Superintendent) - Proposed Solid Waste Franchise Agreement amendment to Exhibit 13.01a with Mammoth Disposal and D&S Waste Removal pertaining to adjustments of the Service Fee Floors.

Action: Approved proposed amendments to franchise agreements with Mammoth Disposal Company and D&S Waste Removal, Inc. adjusting the Service Fee Floors specified in Exhibit 13.01a to reflect CPI/PPI factors. Authorize CAO to execute said amendments.

County Counsel Simon:

- Email Correspondence for this item has been posted to the meeting web page and we have copies for in-person
- Underscore comments from Justin
 1. Does not separate fees – set by the haulers
 2. County sets the floors – Board has the discretion to set the floors
 3. These are not mandatory services

Note:

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

4. The County collects Franchise Fees from the haulers

Justin Nalder, Solid Waste Superintendent:

- Presented item
- Gate fees are 20 percent of formula
- Discussed – Benton Crossing Landfill closure
- Discussed Franchise Fee increase options

Co-Chair Duggan:

- Requests clarification on Tipping Fee increase and how it relates to Floor Adjustment
- Benton Crossing Landfill – Discussion about the closer
- Has gone on record that - Not satisfied with how we are handling this issue
- Discussed the financial hardships – not knowing where the ceiling is, makes her feel uncomfortable

Call- in PUBLIC COMMENT

Fred Stump:

- Do the franchise haulers have the option to charge differing rates for different areas of the county (Crowley Long Valley Area)?
- Discussed illegal dumping

Supervisor Corless:

- Good with approving
- Discussion today – need as county to get the information out about the landfill closure, there is a lot of confusion

Gardner motion. Peters seconded.

Vote: 4 yes, 1 no (Duggan)

M22-178

H. Mono County Mobile Crisis Response Team Memorandum of Understanding

Departments: Behavioral Health, Sheriff, Emergency Medical Services

20 minutes

(Robin Roberts, Behavioral Health Director; Ingrid Braun, Sheriff; Bryan Bullock, Emergency Medical Services) - Presentation by Robin Roberts, Ingrid Braun, and Bryan Bullock regarding the Mono County Mobile Crisis Response Team.

Action: Approved and authorized Mono County Behavioral Health, Mono County Sheriff's Department, and Mono County Emergency Medical Services to enter into memorandum of understanding (MOU) with the Mammoth Lakes Police Department establishing the Mono County Mobile Crisis Response

Note:

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

Team.

Ingrid Braun, Sheriff:

- Introduced Item
- Discussed restrictions and challenges
- Discussed the expansion of entities after the pilot

Robin Roberts, Behavioral Health Director:

- Presented item
- Discussed the Pilot Program to work out kinks
- Discussed different grants – student mental health

Chair Gardner:

- Appreciates this
- How does the 988 integrate or not?
- Have a special meeting (workshop) – to share with schools

Supervisor Peters:

- Are we engaging with first responders? Fire Departments?
- Incorporating the schools ASAP will be beneficial

Supervisor Kreitz:

- Discussed terms of agreement

Co-Chair Duggan:

- Left meeting

Janet Dutcher, Financial Director:

- Shared a personal story about mental health crisis

Corless motion. Peters seconded.

Vote: 4 yes, 0 no, 1 absent

Co-Chair Duggan – absent

M22-179

Moved to Closed Session Item #8

I. Quarterly Economic Data Report

Departments: Economic Development

20 Minutes

(Jeff Simpson, Economic Development Director) - Presentation by Jeff Simpson

Note:

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

regarding quarterly economic data utilizing research and information available through local, state, and federal and paid subscription sources.

Action: None.

8. CLOSED SESSION

Closed Session: 12:15 PM

Reconvened: 1:52 PM

- There was nothing to report out of closed session.

A. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.

Paragraph (1) of subdivision (d) of Government Code section 54956.9.

Name of cases:

(1) *United States of America et al. v. Walker River Irrigation District, et al.*, United States District Court, District of Nevada, Case No. 3:73-cv-00127-MMD-WGC

(2) *County of Mono v. Amerisourcebergen Drug Corporation; Cardinal Health, Inc.; McKesson Corporation; Purdue Pharma L.P.; Purdue Pharma, Inc., et al.*, United States District Court, Eastern District of California, Case No. 2:18-cv-01149-MCE-KJN

(3) *County of Mono, et al. v. Liberty Utilities LLC*, United States District Court, Eastern District of California, Case No. 2:21-cv-00834-KJM-KJN

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 - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the

Note:

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

meeting and not at a specific time.

Supervisor Peters:

- CSAC Board of Directors Meeting

Supervisor Kreitz:

- August 17th - I worked with Inyo County staff to prepare the ESCoC agenda.
- August 18th - I participated in the Mono County Treasury Oversight Committee Meeting.
- August 19th - I participated in the weekly MLH development committee meeting. Later that day I attended in a meeting with the ESCoC to discuss the HHAP 3 application.
- August 31 - I attended the CCP General Committee meeting.
- September 1 - I attended parts of the CSAC Board meeting and the ESCoC meeting.
- September 2 - I attended the regular meeting of the MLH Development Committee and afterwards I attended a meeting of the Davison Ad Hoc Committee.
- September 2 - I participated in a walk-through meeting of the Innsbruck lodge - future home of 15 affordable rental units.

Chair Gardner:

- On Wednesday August 31 I participated in a webinar on Sustainable Recreation sponsored by the Institute for Local Government and the Rural County Representatives of California. On a panel with Danna Stroud from the State Governor's GoBiz Office and John Wentworth from the Town of Mammoth Lakes, I presented information about our current Dispersed Camping and Camp Like a Pro program, as well as information about various visitor behavior pledge programs across the country.
- On Thursday Sept. 1 I participated in a meeting of the Great Basin Unified Air Pollution Quality Board. We reviewed ongoing air quality reports and activity and approved several contracts. The Board also discussed ongoing concerns about continued air quality issues with the LA DWP at Owens Lake and other areas.

ADJOURN at 2:25 PM

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 November 1, 2022

TIME REQUIRED

SUBJECT

Resolution Making Findings under
AB 361 - Related to Remote
Meetings

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of November 1, 2022 through December 1, 2022.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon, County Counsel

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Resolution
Recommendation

History

Time	Who	Approval
10/19/2022 5:51 PM	County Counsel	Yes
10/12/2022 2:07 PM	Finance	Yes

10/28/2022 8:34 AM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
Anne L. Frievalt

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Re: Resolution Making Findings Under AB 361 through December 1, 2022

Recommended Action

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of November 1, 2022 through December 1, 2022.

Strategic Plan Focus Areas Met

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

Discussion

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through December 1, 2022.

In order to continue to meet under those modified rules after that date, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

Adoption of the proposed resolution *does not require* that the Board utilize the modified teleconference rules of AB 361 to meet remotely, but merely *authorizes* it to do so. Indeed, because the Board has commenced holding hybrid (partially remote, partially in-person) meetings, findings under AB 361 are necessary in order to enable those electing to participate from a remote location to do so under the modified teleconference rules.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
MAKING FINDINGS UNDER AB 361 FOR
THE PERIOD OF NOVEMBER 1, 2022, THROUGH DECEMBER 1, 2022**

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), subject to compliance with certain requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361, providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings of legislative bodies of the County of Mono, a copy of that recommendation is attached as an exhibit and incorporated herein; and

WHEREAS, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the Mono County Board of Supervisors deems it necessary to invoke the provisions of AB 361 related to teleconferencing for such legislative bodies;

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

SECTION ONE: The recitals set forth above are true and correct and are adopted as findings of the Legislative Body.

SECTION TWO: The Legislative Body has reconsidered the circumstances of the State of Emergency issued by the Governor of California on March 4, 2020, in response to the COVID-19 pandemic.

1 **SECTION THREE:** Local officials continue to recommend measures to promote social
2 distancing.

3 **SECTION FOUR:** Meetings of the Board of Supervisors may continue to be held under
4 the modified teleconferencing rules set forth in AB 361 through December 1, 2022.

5 **SECTION FIVE:** Staff is directed to return to the Board no later than thirty (30) days
6 after the adoption of this resolution for the Board to consider whether to again make the findings
7 required to continue meeting under the modified teleconference procedures of AB 361.

8 **PASSED, APPROVED and ADOPTED** this 1st day of November, 2022, by the
9 following vote, to wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

Bob Gardner, Chair
Mono County Board of Supervisors

14
15 **ATTEST:**

16 **APPROVED AS TO FORM:**

17
18
19 _____
Clerk of the Board

County Counsel



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

To: Board of Supervisors

From: Caryn K. Slack, Public Health Officer

Re: Recommendation regarding Social Distancing and Virtual Meetings

As Health Officer for Mono County, I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19. In workplaces, employers are subject to Cal/OSHA COVID-19 Temporary Standards (ETS).

Subchapter 7. General Industry Safety Orders
Introduction

§3205. COVID-19 Prevention.

NOTE: See Executive Order N-84-20 (2019 CA EO 84-20), issued in response to the COVID-19 pandemic, which suspends certain provisions relating to the exclusion of COVID-19 cases from the workplace.

(a) Scope.

(1) This section applies to all employees and places of employment, with the following exceptions:

(A) Work locations with one employee who does not have contact with other persons.

(B) Employees working from home.

(C) Employees with occupational exposure as defined by section 5199, when covered by that section.

(D) Employees teleworking from a location of the employee's choice, which is not under the control of the employer.

(2) Nothing in this section is intended to limit more protective or stringent state or local health department mandates or guidance.

(b) Definitions. The following definitions apply to this section and to sections 3205.1 through 3205.4.

(1) “Close contact” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined by this section. This definition applies regardless of the use of face coverings.

Whether vaccinated or not, positive individuals are contracting the Omicron variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me, or Public Health Director Bryan Wheeler. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Human Resources

TIME REQUIRED

SUBJECT Resolution Adopting Clarified Travel,
Per Diem and Meal Policy

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution clarifying and restating the Amended Mono County Travel, Per Diem (Meal) and Food and Beverage Policy adopted by Resolution R22-111.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: X1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Adopting Resolution
<input type="checkbox"/> Attachment to Resolution
<input type="checkbox"/> Redline policy

History

Time

10/26/2022 12:09 PM

Who

County Counsel

Approval

Yes

10/26/2022 3:56 PM

Finance

Yes

10/28/2022 8:52 AM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
Anne L. Frievault

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**

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Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: November 8, 2022

Re: Proposed resolution clarifying and restating the Amended Mono County Travel, Per Diem (Meal) and Food and Beverage Policy adopted by Resolution R22-111.

Recommended Action

Adopt proposed resolution clarifying and restating the Amended Mono County Travel, Per Diem (Meal) and Food and Beverage Policy adopted by Resolution R22-111.

Strategic Plan Focus Areas Met

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

Discussion

As previously included in the County's Memoranda of Understanding (MOU) with the Mono County Public Employees (MCPE) bargaining unit, and subsequently carried over into the Policy for Travel, Per Diem (Meal) and Food and Beverage Reimbursement (the "2020 Policy") adopted by R20-17, employee meal reimbursement has historically been authorized where an employee worked "at least four (4) hours of overtime past their normal shift". This language was crafted during a time when the County did not authorize alternative work schedules such as 4 10-hour days or 9/80 schedules. This has created inequities between employees. For example, employees who work 10-hour shifts 4 days per week, would need to work 14 hours in order to qualify for meal reimbursement under the historic language, while employees regularly working 8 hour days would need to work only 12 hours in order to qualify.

At the request of the MCPE bargaining unit and in order to provide for consistent and equitable workplace policies, on October 18, 2022, the Board amended the 2020 Policy provided for meal reimbursement for employees required to work an extended shift (i.e., twelve (12) hours or more in a single shift, regardless of whether their regular shift was 8 hours, 9 hours or 10 hours).

The amended language did not directly address situations where an employee regularly works 12-hour (or longer) shifts, because the change does not apply to such employees (i.e., it applies only to those working "extended shifts", understood as hours in addition to the regular shift).

However, for the sake of clarity, it is recommended that additional language be added to confirm that these changes do not apply to employees who regularly work shifts of 12 hours or longer.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



R22-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS CLARIFYING THE AMENDED COMPREHENSIVE POLICY FOR TRAVEL, PER DIEM (MEAL) AND FOOD AND BEVERAGE REIMBURSEMENT AND SUPERSEDING AND REPLACING RESOLUTION R22-111

WHEREAS, the County’s policy regarding approval of and reimbursement for travel, meals and food and beverages was originally adopted by Resolution R20-27 as the “Mono County Travel, Per Diem (Meal) and Food and Beverage Policy” (the “Policy”) in 2020; and

WHEREAS, through adoption of Resolution R22-111 on October 18, 2022, the Board of Supervisors amended section III.B.iv of the Policy in order to provide meal reimbursement for employees required to work hours in addition to their regular shifts which result in their working a single shift that is twelve (12) hours or more (i.e., an “extended shift”); and

WHEREAS, the Board now wishes to clarify that the recently-amended language of section III.B.iv. does not, and was not intended to, apply to employees whose regularly-scheduled shifts are twelve (12) hours or more;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the Policy for Travel, Per Diem (Meal) and Food and Beverage Reimbursement attached hereto as Exhibit “A” and incorporated by this reference is hereby adopted and shall supersede and replace, in its entirety, the Policy adopted by Resolution R22-111, which shall be of no further force or effect.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



Mono County Travel, Per Diem (Meal) and Food and Beverage Policy

Adopted November 8, 2022 (R22-___); superseding and replacing R22-111

I. Travel Policy (*pursuant to Sections 620 – 660 of the Mono County Personnel Rules*)

- A. TYPES OF TRAVEL AUTHORIZED. Travel for any of the following County purposes may be approved:
- i. Conferences or conventions where attendance by elected officials or employees is required by law or approved as necessary or desirable.
 - ii. Professional or County association meetings.
 - iii. Meetings or conferences required or which are deemed beneficial in the implementation or administration of new or ongoing programs.
 - iv. Training or in-service sessions.
 - v. Educational meetings where direct benefit to the County, or department is shown.
 - vi. Where normal work duties require out-of-county travel.
- B. APPROVAL AUTHORITY.
- i. Employee travel within California or Nevada must be approved by the department head or designee.
 - ii. Employee or department head travel outside of California or Nevada must be approved by the CAO.
 - iii. Travel outside of California or Nevada by elected officials must be approved by the Board of Supervisors
- C. PROCEDURES FOR TRAVEL AND REIMBURSEMENT REQUESTS.
- i. Travel and reimbursement requests shall comply with Personnel Rules 650 and 660 and be accompanied by an agenda or other information indicating the purpose and value of the travel.
 - ii. Travel requests should be made at least five (5) working days before travel is to occur, except in an emergency; when not practical due to departmental business; or where the travel involves an authorized employee pursuing and/or returning a fugitive(s) from justice.
 - iii. Reimbursement requests shall be submitted to the Finance Department following completion of approved travel and shall include:
 - (a) an explanation of the purpose of the trip, including an agenda or other announcement if available;
 - (b) the dates of travel;
 - (c) an itemization of all expenses;

- (d) receipts (unless for meals under II.B.i, where no receipt is required).
- (e) If a supporting document(s) or receipt is not available, a statement to that effect shall be made by the claimant and submitted with the reimbursement request.

D. MODE OF TRAVEL. Travel should be made by the most economical means available and in accordance with the following:

- i. **Automobile use.** County vehicles should be used when possible, but the use of personal vehicles may be approved where the use of a County vehicle is not possible or where it is impractical. Personal vehicle mileage is reimbursed at the IRS rate.
- ii. **Air travel.** Commercial air travel may be approved if it is the most economical option, or travel by car is impractical due to time constraints. Use of private, rental or chartered aircraft may be approved where commercial air travel is authorized, but reimbursement for actual and necessary cost shall not exceed the commercial air travel rate from Mono County to the point of destination for the number of passengers.

E. LODGING AND EXPENSES. Lodging costs and miscellaneous expenses shall be reimbursed as provided in Personnel Rules section 640.

F. TRAVEL ADVANCES. Travel advances shall be in accordance with Personnel Rules section 650, which provides as follows:

- i. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.
- ii. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.
- iii. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.
- iv. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

II. Per Diem (Meal) Policy

A. QUALIFYING MEALS. The following meals shall be reimbursed at the rates set forth in paragraph B. below:

- i. Meals eaten while engaged in approved out-of-county travel requiring an overnight stay. On the day of travel, if the employee leaves prior to 7:30 a.m. breakfast for that day shall be reimbursed and dinner shall be reimbursed if the employee returns after 5:30 p.m.
- ii. Meals eaten while engaged in travel not requiring an overnight stay, where the meal, or function at which the meal occurs, is for the benefit of the County and approved by the department head. Breakfast shall be reimbursed if the employee commences travel prior to 7:30 a.m., lunch shall be reimbursed if the employee returns after 1:00 p.m., dinner shall be reimbursed if the employee returns after 5:30 p.m.
- iii. A banquet or similar meal included with, or as part of, an approved conference or event.

B. REIMBURSEMENT RATES.

- i. **Meals purchased directly by the employee or official.** Qualifying meals shall be reimbursed at the United States General Services Administration (GSA) rate for Sacramento, receipts need not be provided. Current rates at the time of adoption of this policy, and effective October 1, 2019 to September 30, 2020, are:

Breakfast \$16
Lunch \$17
Dinner \$28
(Total per day \$61)

Rates shall be adjusted annually in accordance with any changes to the GSA rate for Sacramento without amendment to this Policy.

- ii. **Meals included in a conference or event registration fee.** For a meal or banquet included in an approved conference or event – reimbursement shall be for the actual cost of the registration and receipts shall be provided. There shall be no additional reimbursement unless the employee or official has a dietary restriction that is not accommodated as part of the conference or event, or the provided meal is a continental breakfast and a full breakfast is purchased. In such cases, the employee or official shall be reimbursed at the above rate for the purchased meal.
- iii. **Meal expenses reimbursed by grant.** Notwithstanding the foregoing, if meal reimbursement is made using grant funds and the rate of reimbursement provided by the grant is higher than the County rate, then reimbursement may be approved by the Finance Director at actual cost, not to exceed the rate authorized by the grant.

III. Food and Beverage Policy (non-travel-related)

A. PURPOSE AND INTENT.

- i. The occasional provision of food and beverages at certain County meetings, trainings, interview panels and similar functions enhances participation and promotes employee morale;
- ii. From time to time, scheduled County functions overlap or run into a traditional meal period. In such circumstances, it is often more efficient and convenient to continue the meeting through the meal period by providing reasonable food and beverages to participants than it is to adjourn or reschedule the meeting;
- iii. The provision of food and beverages to members of the public and employees of other agencies in connection with their voluntary attendance at and participation in County functions, including but not limited to interview panels or advisory committees, promotes the County's ability to attract such attendance and participation; and
- iv. The policies and procedures set forth below promote the above purpose and intent.

B. QUALIFYING FUNCTIONS.

- i. **County staff meetings.** Beverages such as coffee, water and soft drinks and snacks such as cookies or fruit are allowed for scheduled County-wide or department staff meetings or other meetings approved by the CAO. Snacks will be reimbursed for up to one staff meeting per month for each department.
- ii. **Meetings running over a meal hour.** When there is insufficient time to adjourn for a meal, purchase of meals appropriate to the time of day is allowable for scheduled meetings of County staff, mandated boards or other meetings, interview panels or training sessions approved by the CAO.
- iii. **Functions with public participation.** Snacks or meals appropriate to the time of day may be provided at scheduled meetings, trainings, panels and educational and promotional presentations when they are hosted by Mono County employees, related to County programs or mandates and include participants who are not County employees.
- iv. **Shifts exceeding 12 hours in a 24-hour period.** Meals eaten by an employee who is required to work 12 hours or more in any 24 hour period, where the employee's regular shift is fewer than 12 hours (i.e. an extended shift). One

meal shall be reimbursed per extended shift to correspond with the time of day the meal was taken (i.e. breakfast, lunch, or dinner). This provision shall not apply where an employee's regularly-scheduled shift is equal to or exceeds 12 hours.

- iv. **In-County meals.** A breakfast, lunch or dinner meeting held within the County and for the benefit of the County.
- v. **County-hosted events.** A meal associated with a conference, convention or meeting that benefits the County which is hosted by the department head or other County officer. Reimbursement of actual costs shall be made to the host, and to any duly-authorized delegate or representative attending the event, upon presentation of a claim for reimbursement.

C. REIMBURSEMENT RATES.

- i. **Snacks and beverages.** Beverages and snacks shall be reimbursed at an amount up to 60% of the U.S. GSA rate for incidental expenses for Sacramento (currently \$3.00) per person. Rates shall be adjusted annually in accordance with any changes to the GSA rate for incidental expenses for Sacramento, without amendment to this policy.
- ii. **Meals.** Qualifying meals shall be reimbursed at the per diem rates set forth in the *Per Diem (Meal)* section of this Policy (II.B.i.) unless otherwise provided in paragraph III.B. above.
- iii. **Exceptions.** The limits set forth in subdivisions i and ii may be waived by the Finance Director in the following circumstances:
 - (a) Where the snacks and beverages or meal is provided in conjunction with an event that is open to the public and the department is unable to determine actual attendance in advance of the event.
 - (b) Where the snacks and beverages or meal is provided using grant funds and the grant allows for a higher rate. In such cases, reimbursement shall be actual cost, up to the amount allowed by the grant.

D. PROCEDURES AND REQUIREMENTS.

- vi. **Claims for reimbursement.** Claims shall be submitted to the Finance Department with appropriate documentation including itemized receipts, a copy of the agenda or other documentation, and an estimate of the number of people attending.
- vii. **Unused food and beverages.** If possible, unused food and beverages should be saved for use at a future qualifying function. Otherwise, it should be distributed

in employee access areas or given to an appropriate operating division such as the jail. Snacks and beverages may not be distributed to participants for personal use.

- viii. **Advanced authorization.** If an employee is unsure if the use of public funds is appropriate to provide food and beverages at a function, he or she should seek advanced approval from the CAO.



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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Clerk of the Board of Supervisors

TIME REQUIRED

SUBJECT Appointment to June Lake Public
Utility District

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Pursuant to Public Utilities Code section 16003, the June Public Utilities District (JLPUD) informed the Mono County Clerk of a vacancy on its governing board. Notice was made within 15 days of the effective date of the vacancy and was posted in three conspicuous places as required by Government Code section 1780. No applications were received by JLPUD within the 60-day time frame in which JLPUD board could have made the appointment. Subsequently, the JLPUD received one application, from Bruce Logan. The JLPUD is asking that the Board of Supervisors appoint Mr. Logan as a member of the JLPUD governing board for a term ending November 30, 2022.

RECOMMENDED ACTION:

Appoint Bruce Logan to the June Lake Public Utility District governing board for a term ending November 30, 2022.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Bruce Logan Application](#)

History

Time

10/18/2022 6:16 PM

Who

County Counsel

Approval

Yes

10/13/2022 3:00 PM

Finance

Yes

10/28/2022 8:52 AM

County Administrative Office

Yes

June Lake Public Utility District

PO Box 99

June Lake, CA 93529

(760) 648-7778 · Fax (760) 648-6801

info@junelakepud.com

APPLICATION FOR BOARD APPOINTMENT

Name Bruce Logan (applicant must be a June lake resident and U.S. citizen)
Address _____
Telephone _____ Email _____

- Why do you want to be a Board Member?

I would very much like to be a board member because I have a vested interest in this community. As a full time resident most of my life I have watched as the infrastructure ages and fades. It is only a matter of time before significant actions will be needed to be taken in order to maintain the integrity sustainability of our towns water system. I would like to be involved in this process and help to make a difference for my fellow community members.

- Please list your experiences that would benefit the P.U.D. Board.

Working with and managing people here at our local Mountain Resort has given me an excellent communication skill set. I would imagine my close ties to the Mountain could be beneficial to working with June Mountain as well.(Parenthood)I am a clear headed and patient individual that works well with others.

- What goals would you set for the P.U.D. over the next five-year period?

Honestly it's a little difficult to list a set of goals when I don't have a accurate understanding of the limitations of the water district.

1. Identify the most severe and imminent points of failure within the system. 2. Create a strategic plan and timeline for the most immediate needs, as well as a long term plan to continue the sustainability of our water. 3. Identify the impact and cost(\$) that implementation will have on the community.

4. Workforce- It's likely that many of the Major repairs or replacements could require a larger workforce unless the plan moving forward would be to use outside contractors.(Again I don't have a accurate understanding of the current workforce and their needs or limitations.)

- What other community groups or organizations are you affiliated with?

Alterra - (June Mountain)
E Clampus Vitus

Thank you for your consideration, Bruce

Logan
760 709 2112
blogan@mammothresorts.com



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: CAO

TIME REQUIRED

SUBJECT Amendment to Contracts for Indigent
Defense Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract amendments with The Law Office of Sophie Bidet, Inc./Sophie Bidet, Esq., Brad Braaten, Esq. and Josh Hillemeier, Esq. pertaining to the provision of indigent defense services upon appointment by the Court.

RECOMMENDED ACTION:

Approve, and authorize the County Administrative Officer to sign, contract amendments with The Law Office of Sophie Bidet, Inc./Sophie Bidet, Esq., Brad Braaten, Esq. and Josh Hillemeier, Esq. for indigent defense services to modify provisions related to reimbursement for transcription services and increase monthly rate by \$750, commencing November 1, 2022.

FISCAL IMPACT:

The fiscal impact for the remainder of FY22/23 is \$18,270. This amount is available within the Indigent Defense budget. Additionally, the contracts include an annual 2% escalator, effective January 1 of each year. Accordingly, the annual adjustment will be calculated using the new rate in future years, resulting in slightly higher annual increases. Two of the contracts expire December 31, 2026 and the third expires March 20, 2024.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 17606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Amendment (Bidet)
<input type="checkbox"/> Amendment (Braaten)
<input type="checkbox"/> Amendment (Hillemeier)

History

Time	Who	Approval
10/25/2022 11:10 AM	County Counsel	Yes
10/26/2022 4:04 PM	Finance	Yes
10/28/2022 9:36 AM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

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Rhonda Duggan / District 2

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Jennifer Kreitz / District 1

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Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

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FINANCE

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CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Interim Milan Salva

PROBATION

Karin Humiston

PUBLIC HEALTH

Interim Kathy Peterson

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors

From: Robert C. Lawton, CAO

Date: November 1, 2022

Re: Amendment to Agreements for the Provision of Indigent Defense Services

Recommended Action

Approve, and authorize the County Administrative Officer to sign, contract amendments with The Law Office of Sophie Bidet, Inc./Sophie Bidet, Esq., Brad Braaten, Esq. and Josh Hillemeier, Esq. for indigent defense services to modify provisions related to reimbursement for transcription services and increase monthly rate by \$750, commencing November 1, 2022.

Discussion

The County currently contracts with the above three local attorneys/firms to provide indigent defense services to defendants and other parties in Mono County Superior Court. The contracts were entered into in December of 2021 (Bidet and Braaten) and March of 2022 (Hillemeier), and compensation was negotiated using two assumptions which have since not been borne out. First, it was assumed that the indigent caseload and case complexity would remain relatively consistent with past history and second, it was assumed that inflation would remain, or level out, at approximately 2% per year.

Since the contracts were entered into not only has the County experienced growth in the complexity of indigent criminal cases, but the cost of doing business for contract attorneys – who must provide all of the tools to perform their work, including office space, computers, cell phones, utilities, legal research, equipment, insurance, vehicles, mileage, training, etc. – has steadily increased.

The attorneys approached this office in September requesting an increase in compensation under the contracts based on these changed circumstances. Having reviewed the request and looked at compensation provided in other comparable situations, it is recommended that compensation under the contracts be increased by \$750 per month. This increase would carry forward throughout the contract terms (two expire December 31, 2026, and the third expires March 20, 2024) and would be included in calculating the annual 2% increase built into the agreements.

Separately, attorney Hillemeier has identified a mechanism to save costs and time using an online transcription service – which he (or the other indigent defense counsel) could pay for directly. However, the current agreements do not provide for direct payment for

these services and must be amended to allow it. Accordingly, it is proposed that language regarding transcription services in the contracts also be revised to enable use of this service where appropriate.

Fiscal Impact

The fiscal impact for the remainder of FY22/23 is \$18,270. This amount is available within the Indigent Defense budget. Additionally, the contracts include an annual 2% escalator, effective January 1 of each year. Accordingly, the annual adjustment will be calculated using the new rate in future years, resulting in slightly higher annual increases. Two of the contracts expire December 31, 2026, and the third expires March 20, 2024.

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
THE LAW OFFICE OF SOPHIE C. BIDET, INC./ SOPHIE C. BIDET, ESQ.
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

This Agreement and First Amendment is entered into November 1, 2022 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and the Law Office of Sophie C. Bidet, Inc./Sophie C. Bidet, Esq. (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about December 21, 2021, and pertaining to Contractor's provision of indigent defense services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, the parties entered into the Contract for the purpose of Contractor providing indigent defense services; and

WHEREAS, subsequently, Contractor and County determined that it would be beneficial to both parties to amend the Contract to add to the methods by which transcription services may be paid for or reimbursed; and

WHEREAS, Contractor and County have also agreed to increase the monthly rate paid to Contractor under the Contract by \$750 to reflect inflationary increases and compensate for the increase in complex cases assigned to Contractor which was not foreseen by Contractor or County at the time of Contract execution;

NOW, THEREFORE, the parties agree as follows:

1. Section 9.A ("**COMPENSATION AND METHOD OF PAYMENT**") of the Contract is hereby amended to add the following after the first sentence:

"Commencing on November 1, 2022, this amount shall be increased to \$15,750."

2. Section 9.D ("**COMPENSATION AND METHOD OF PAYMENT**") of the Contract is hereby amended to read as follows:

"Other litigation expenses, as defined in section II E, shall be paid by COUNTY upon CONTRACTOR submitting a county claim form or a receipt, to which shall be attached an order of the Court fixing the expenses to be paid. Each Claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10th hour increments;
3. A description of the services provided on each date; and
4. **Direction whether payment shall be made directly to the provider of the services or, for transcription services only, reimbursed to CONTRACTOR. In the event reimbursement is to be made directly to CONTRACTOR, an invoice or receipt demonstrating payment by CONTRACTOR shall be submitted with the claim form.**

Any claim for which the above is not provided shall be deemed an insufficient claim.

3. All other provisions of the Contract not modified herein shall remain in full force and effect.


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

COUNTY OF MONO:

Robert C. Lawton, County
Administrative Officer


Date

Approved as to Form:



Stacey Simon (Oct 19, 2022 09:15 PDT)
County Counsel

CONTRACTOR:



Sophie C. Bidet, Esq.

10/19/22

Date










First Amendment to PD Agreement (Bidet)

Final Audit Report

2022-10-19

Created:	2022-10-19
By:	Kevin Moss (kmoss@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMYP5PtFcdc-QFAJXqyFNovSdts959q_Q

"First Amendment to PD Agreement (Bidet)" History

-  Document created by Kevin Moss (kmoss@mono.ca.gov)
2022-10-19 - 3:18:26 PM GMT- IP address: 162.252.88.209
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature
2022-10-19 - 3:18:55 PM GMT
-  Document emailed to scbesq@gmail.com for signature
2022-10-19 - 3:18:55 PM GMT
-  Email viewed by scbesq@gmail.com
2022-10-19 - 3:56:28 PM GMT- IP address: 104.28.124.96
-  Signer scbesq@gmail.com entered name at signing as Sophie Bidet
2022-10-19 - 3:59:26 PM GMT- IP address: 174.208.173.41
-  Document e-signed by Sophie Bidet (scbesq@gmail.com)
Signature Date: 2022-10-19 - 3:59:27 PM GMT - Time Source: server- IP address: 174.208.173.41
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)
2022-10-19 - 4:15:00 PM GMT- IP address: 162.252.88.209
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)
Signature Date: 2022-10-19 - 4:15:09 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Agreement completed.
2022-10-19 - 4:15:09 PM GMT



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**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
BRAD BRAATEN, ESQ. FOR THE PROVISION OF
INDIGENT DEFENSE SERVICES**

This Agreement and First Amendment is entered into November 1, 2022 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Brad Braaten, Esq. (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about December 21, 2021, and pertaining to Contractor's provision of indigent defense services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, the parties entered into the Contract for the purpose of Contractor providing indigent defense services; and

WHEREAS, subsequently, Contractor and County determined that it would be beneficial to both parties to amend the Contract to add to the methods by which transcription services may be paid for or reimbursed; and

WHEREAS, Contractor and County have also agreed to increase the monthly rate paid to Contractor under the Contract by \$750 to reflect inflationary increases and compensate for the increase in complex cases assigned to Contractor which was not foreseen by Contractor or County at the time of Contract execution;

NOW, THEREFORE, the parties agree as follows:

1. Section 9.A ("**COMPENSATION AND METHOD OF PAYMENT**") of the Contract is hereby amended to add the following after the first sentence:

"Commencing on November 1, 2022, this amount shall be increased to \$15,750."

2. Section 9.D ("**COMPENSATION AND METHOD OF PAYMENT**") of the Contract is hereby amended to read as follows:

"Other litigation expenses, as defined in section II E, shall be paid by COUNTY upon CONTRACTOR submitting a county claim form or a receipt, to which shall be attached an order of the Court fixing the expenses to be paid. Each Claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10th hour increments;
3. A description of the services provided on each date; and
4. **Direction whether payment shall be made directly to the provider of the services or, for transcription services only, reimbursed to CONTRACTOR. In the event reimbursement is to be made directly to CONTRACTOR, an invoice or receipt demonstrating payment by CONTRACTOR shall be submitted with the claim form.**

Any claim for which the above is not provided shall be deemed an insufficient claim.

3. All other provisions of the Contract not modified herein shall remain in full force and effect.


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

COUNTY OF MONO:

Robert C. Lawton, County
Administrative Officer

Date

Approved as to Form:



Stacey Simon (Oct 19, 2022 12:10 PDT)
County Counsel

CONTRACTOR:

Brad Braaten

Brad Braaten (Oct 21, 2022 09:43 PDT)
Brad Braaten, Esq.

10.21.22

Date










First Amendment to PD Agreement (Braaten)

Final Audit Report

2022-10-21

Created:	2022-10-19
By:	Kevin Moss (kmoss@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvnoL6VnKqamgWdus2bf7iduRJcPRSpC

"First Amendment to PD Agreement (Braaten)" History

-  Document created by Kevin Moss (kmoss@mono.ca.gov)
2022-10-19 - 3:19:49 PM GMT- IP address: 162.252.88.209
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature
2022-10-19 - 4:36:59 PM GMT
-  Document emailed to braatenbrad@outlook.com for signature
2022-10-19 - 4:36:59 PM GMT
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)
2022-10-19 - 7:10:42 PM GMT- IP address: 162.252.88.209
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)
Signature Date: 2022-10-19 - 7:10:51 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Email viewed by braatenbrad@outlook.com
2022-10-21 - 4:43:07 PM GMT- IP address: 24.121.202.29
-  Signer braatenbrad@outlook.com entered name at signing as Brad Braaten
2022-10-21 - 4:43:38 PM GMT- IP address: 24.121.202.29
-  Document e-signed by Brad Braaten (braatenbrad@outlook.com)
Signature Date: 2022-10-21 - 4:43:39 PM GMT - Time Source: server- IP address: 24.121.202.29
-  Agreement completed.
2022-10-21 - 4:43:39 PM GMT

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
JOSH D. HILLEMEIER, ESQ.
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

This Agreement and First Amendment is entered into November 1, 2022 by and between the County of Mono (hereinafter, “County”), a political subdivision of the State of California, and Josh D. Hillemeier, Esq. (hereinafter, “Contractor”), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about January 19, 2022, and pertaining to Contractor’s provision of indigent defense services to the County (the “Contract”). The County and Contractor are sometimes referred to herein collectively as “the parties.”

WHEREAS, the parties entered into the Contract for the purpose of Contractor providing indigent defense services; and

WHEREAS, subsequently, Contractor and County determined that it would be beneficial to both parties to amend the Contract to add to the methods by which transcription services may be paid for or reimbursed; and

WHEREAS, Contractor and County have also agreed to increase the monthly rate paid to Contractor under the Contract by \$750 to reflect inflationary increases and compensate for the increase in complex cases assigned to Contractor which was not foreseen by Contractor or County at the time of Contract execution;

NOW, THEREFORE, the parties agree as follows:

1. Section 9.A (“**COMPENSATION AND METHOD OF PAYMENT**”) of the Contract is hereby amended to add the following after the first sentence:

“Commencing on November 1, 2022, this amount shall be increased to \$15,750.”

2. Section 9.D (“**COMPENSATION AND METHOD OF PAYMENT**”) of the Contract is hereby amended to read as follows:

“Other litigation expenses, as defined in section II E, shall be paid by COUNTY upon CONTRACTOR submitting a county claim form or a receipt, to which shall be attached an order of the Court fixing the expenses to be paid. Each Claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10th hour increments;
3. A description of the services provided on each date; and
4. **Direction whether payment shall be made directly to the provider of the services or, for transcription services only, reimbursed to CONTRACTOR. In the event reimbursement is to be made directly to CONTRACTOR, an invoice or receipt demonstrating payment by CONTRACTOR shall be submitted with the claim form.**

Any claim for which the above is not provided shall be deemed an insufficient claim.

3. All other provisions of the Contract not modified herein shall remain in full force and effect.


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

COUNTY OF MONO:

Robert C. Lawton, County
Administrative Officer

Date

Approved as to Form:



Stacey Simon (Oct 19, 2022 12:11 PDT)
County Counsel

CONTRACTOR:



Josh Hillemeier (Oct 19, 2022 09:40 PDT)
Josh D. Hillemeier, Esq.

10/19/2022

Date










First Amendment (Hillemeier)

Final Audit Report

2022-10-19

Created:	2022-10-19
By:	Kevin Moss (kmoss@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgHFjsLChCxcQjHrtKIw-p1GK4xNtcrd

"First Amendment (Hillemeier)" History

-  Document created by Kevin Moss (kmoss@mono.ca.gov)
2022-10-19 - 4:38:29 PM GMT- IP address: 162.252.88.209
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature
2022-10-19 - 4:39:03 PM GMT
-  Document emailed to joshhillemeier@gmail.com for signature
2022-10-19 - 4:39:03 PM GMT
-  Email viewed by joshhillemeier@gmail.com
2022-10-19 - 4:39:08 PM GMT- IP address: 74.125.209.12
-  Signer joshhillemeier@gmail.com entered name at signing as Josh Hillemeier
2022-10-19 - 4:40:48 PM GMT- IP address: 209.33.44.149
-  Document e-signed by Josh Hillemeier (joshhillemeier@gmail.com)
Signature Date: 2022-10-19 - 4:40:50 PM GMT - Time Source: server- IP address: 209.33.44.149
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)
2022-10-19 - 7:10:59 PM GMT- IP address: 162.252.88.209
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)
Signature Date: 2022-10-19 - 7:11:21 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Agreement completed.
2022-10-19 - 7:11:21 PM GMT





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Social Services

TIME REQUIRED

SUBJECT Staff Request for Administrative
Leave Without Pay

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request for the Board of Supervisors to approve Administrative Leave Without Pay for Social Services Integrated Caseworker Yvon Guzman-Rangel.

RECOMMENDED ACTION:

Approve request by Yvon Guzman-Rangel, Integrated Caseworker in the Social Services Department, for Administrative Leave Without Pay in accordance with MCPE Personnel Rules Section 370, for the period October 28, 2022 through December 4, 2022.

FISCAL IMPACT:

None.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 7609376518 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time

10/19/2022 8:53 AM

Who

County Counsel

Approval

Yes

10/26/2022 4:05 PM

Finance

Yes

10/28/2022 9:37 AM

County Administrative Office

Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors
From: Kathryn Peterson, Social Services Director
Date: October 10, 2022
Re: Employee Administrative Leave Without Pay Request

RECOMMENDED ACTION

Approve request by Yvon Guzman-Rangel, Integrated Caseworker in the Social Services Department, for Administrative Leave Without Pay in accordance with MCPE Personnel Rules Section 370, for the period October 28, 2022 through December 4, 2022.

FISCAL IMPACT

There is no fiscal impact associated with this request.

BACKGROUND

Yvon Guzman-Rangel, Integrated Caseworker, desires to take 38 calendar days of Administrative Leave Without Pay to pursue educational goals relevant to her overall career growth. The administrative leave will be for the period October 28 through December 4, 2022.

Yvon has been employed by the County of Mono since December 2013. Because her request exceeds 30 calendar days, upon the approval of the County Administrative Officer, our county personnel rules and negotiated Memorandum of Understanding (MOU) with Mono County Professional Employees Association (MCPEA) require the request be submitted to the Board of Supervisors for consideration.

Your Board may approve the request, approve the request upon the imposition of conditions the Board deems appropriate, including but not limited to, a reduction in the period of time requested, or deny the request entirely.

My recommendation is to approve this request. County Administrative Officer (CAO) Bob Lawton is also in support of this request. Please let me or CAO Lawton know if you have any questions.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: CDD

TIME REQUIRED

SUBJECT Revised Antelope Valley Regional
Planning Advisory Committee (RPAC)
Bylaws

**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 Regional Planning Advisory Committee (RPAC) revised its operating Bylaws and is recommending approval to the Board of Supervisors.

RECOMMENDED ACTION:

Approve the revised Antelope Valley RPAC Bylaws as recommended. Provide any direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
1. Redline AVR PAC Bylaws
2. Clean AVR PAC Bylaws

History

Time	Who	Approval
10/20/2022 10:34 AM	County Counsel	Yes

10/26/2022 4:06 PM

Finance

Yes

10/28/2022 9:38 AM

County Administrative Office

Yes

Mono County Community Development

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

Planning Division

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

November 1, 2022

To: Mono County Board of Supervisors

From: Wendy Sugimura, Director

Re: Approve Revised Antelope Valley Regional Planning Advisory Bylaws

RECOMMENDATION

Approve the revised Antelope Valley Regional Planning Advisory Committee (RPAC) Bylaws as recommended.

BACKGROUND

The Antelope Valley Regional Planning Advisory Committee (RPAC) recently revised their Bylaws. Bylaw ratification requires approval by the Board of Supervisors.

DISCUSSION

A redline, marked-up version of the Bylaws and a clean version of the Bylaws is attached. The primary changes of substance include the following:

- Defining a quorum as half or more of the appointed membership.
- RPAC members may be recommended for removal by the Board of Supervisors by a 2/3 vote of RPAC members (rather than solely by recommendation of the local Supervisor). Removal continues to require action by the Board of Supervisors.
- Providing for a continuation of RPAC membership after term expiration until action is taken by the Board of Supervisors.

Minor edits include wordsmithing, changing elections to the first regular meeting held each year, and expectations that RPAC members review materials and advise if they are unable to attend meetings.

A recommendation to the Board of Supervisors to revise the Bylaws requires a 2/3 majority vote of the RPAC at two consecutive meetings. The Antelope Valley RPAC voted to recommend adoption by the Board on August 8, 2022, with 8 ayes, 0 noes, and 6 absent; and on Sept. 1, 2022, with 7 ayes, 0 noes, 1 abstention, and 6 absent.

For questions, please contact Wendy Sugimura at 760-924-1814 or wsugimura@mono.ca.gov.

Attachments:

1. Redline edits of Antelope Valley RPAC Bylaws
2. Clean version of Antelope Valley RPAC Bylaws as recommended

BYLAWS OF THE ANTELOPE VALLEY REGIONAL PLANNING ADVISORY COMMITTEE

The Antelope Valley Regional Planning Advisory Committee is a body of citizens from Antelope Valley, appointed by the Mono County Board of Supervisors, to provide the Board with input from the Community on matters as outlined in the Revised Statement of Purpose and Procedures updated February 2016.

PURPOSE:

As adopted by Mono County Board of Supervisors, February 2016, and made a part hereto:

MEETING RULES & PROCEDURES:

1. Meetings will be conducted in compliance with the Brown Act.
2. Meetings may be conducted in accordance with Roberts Rules of Order. The Chair has the discretionary power on the degree of formality exercised.
3. Meetings will be held on the First Thursday of each month, ~~or as needed.~~
- ~~3.4. A Quorum will consist of 50% of the appointed members (e.g., if nine members are appointed, a quorum would be 5 members; if 8 members are appointed, a quorum would be 4 members).~~
- 4.5. Special Meetings may be called by the Chair, county staff, or a majority vote of the membership.
- ~~5.6. A 2/3 majority vote of the quorum at two consecutive meetings is required for the RPAC To make a recommendation to the Board of Supervisors to revise, amend or change any of these Bylaws. Rules & Procedures, requires a 2/3 majority vote of the membership voting at two (2) consecutive meetings.~~

OFFICERS:

Officers shall consist of:

1. Chairperson
2. Vice-Chairperson
3. Secretary

ELECTIONS:

Elections will be held at the first regular meeting ~~in January~~ of each year. Vote will be decided by a simple majority of the ~~quorum membership.~~

MEMBERSHIP:

The AVR PAC shall consist of up to and including fifteen (15) members with staggered four-year terms. Membership is open to all residents, business operators and landowners in the community.

To be eligible to make application, applicant must:

1. Apply to local Supervisor, who may recommend applicant to the Board.
2. If approved by the Board of Supervisors, applicant then becomes a member.
3. Missing three (3) consecutive meetings or five (5) in one calendar year is grounds to make a recommendation to the Board of Supervisors for removal/replacement with a 2/3 vote of the quorum. ~~An RPAC member can be removed only by recommendation of the local supervisor and action by the Board of Supervisors.~~

After expiration of a term, RPAC membership continues to be valid until:

1. The Board of Supervisors takes action. If the member is appointed to another term, it supersedes the expired term.
2. The RPAC member indicates in writing s/he does not wish to apply for another term.
3. The RPAC member does not respond to an invitation for another term, in which case the expiration becomes effective 30 days after notice.

RPAC members are expected to regularly attend RPAC meetings, review supporting and related documents prior to the meetings, and be prepared to actively participate in meeting discussions. If members are unable to attend a meeting, they should contact the Chair and/or County staff, preferably one week prior to the meeting.

ALTERNATE MEMBERSHIP:

1. ~~The number of alternate members allowed on the waiting list for regular membership shall be limited to three (3). Alternates will be required to follow same rules as regular~~

~~members regarding attendance, etc.~~

~~2. In the absence of a full complement of regular voting members, alternate members are allowed to vote on issues, based on the order of their seniority on the waiting list for regular membership. The alternate must abide by the rules applying to regular members.~~

~~3. Alternate members must meet the eligibility requirements of regular members 1-2 above.~~

ATTENDANCE:

~~1. Members are encouraged to attend all meetings.~~

Approval Notes:

Approved by AVRPAC at the 8/4/22 and 9/1/22 ~~11/03/17 and 12/1/17~~ meetings

Ratified by Board of Supervisors on _____ Jan. 17, 2017

**BYLAWS OF THE
ANTELOPE VALLEY REGIONAL PLANNING ADVISORY COMMITTEE**

The Antelope Valley Regional Planning Advisory Committee is a body of citizens from Antelope Valley, appointed by the Mono County Board of Supervisors, to provide the Board with input from the Community on matters as outlined in the Revised Statement of Purpose and Procedures updated February 2016.

PURPOSE:

As adopted by Mono County Board of Supervisors, February 2016, and made a part hereto:

MEETING RULES & PROCEDURES:

1. Meetings will be conducted in compliance with the Brown Act.
2. Meetings may be conducted in accordance with Roberts Rules of Order. The Chair has the discretionary power on the degree of formality exercised.
3. Meetings will be held on the First Thursday of each month.
4. A Quorum will consist of 50% of the appointed members (e.g., if nine members are appointed, a quorum would be 5 members; if 8 members are appointed, a quorum would be 4 members).
5. Special Meetings may be called by the Chair, county staff, or a majority vote of the membership.
6. A 2/3 majority vote of the quorum at two consecutive meetings is required for the RPAC to make a recommendation to the Board of Supervisors to revise, amend or change any of these Bylaws.

OFFICERS:

Officers shall consist of:

1. Chairperson
2. Vice-Chairperson
3. Secretary

ELECTIONS:

Elections will be held at the first regular meeting of each year. Vote will be decided by a simple majority of the quorum.

MEMBERSHIP:

The AVRAC shall consist of up to and including fifteen (15) members with staggered four-year terms. Membership is open to all residents, business operators and landowners in the community.

To be eligible to make application, applicant must:

1. Apply to local Supervisor, who may recommend applicant to the Board.
2. If approved by the Board of Supervisors, applicant then becomes a member.
3. Missing three (3) consecutive meetings or five (5) in one calendar year is grounds to make a recommendation to the Board of Supervisors for removal/replacement with a 2/3 vote of the quorum.

After expiration of a term, RPAC membership continues to be valid until:

1. The Board of Supervisors takes action. If the member is appointed to another term, it supersedes the expired term.
2. The RPAC member indicates in writing s/he does not wish to apply for another term.
3. The RPAC member does not respond to an invitation for another term, in which case the expiration becomes effective 30 days after notice.

RPAC members are expected to regularly attend RPAC meetings, review supporting and related documents prior to the meetings, and be prepared to actively participate in meeting discussions. If members are unable to attend a meeting, they should contact the Chair and/or County staff, preferably one week prior to the meeting.

Approval Notes:

Approved by AV RPAC at the 8/4/22 and 9/1/22 meetings

Ratified by Board of Supervisors on _____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Public Works

TIME REQUIRED

SUBJECT Bridgeport Jail Project - HazMat
Abatement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Invitation for Bids and Request for Proposals to remove and monitor potentially hazardous materials from Bridgeport old hospital site, to allow demolition of hospital in preparation for upcoming construction of the Mono County Jail.

RECOMMENDED ACTION:

(1) Approve entry into the attached agreements; (2) Authorize the Public Works Director to advertise the attached Invitation for Bids for hazardous materials abatement and award the contract to the lowest responsive bidder, (3) Authorize the Public Works Director to advertise the attached request for proposals for hazardous materials abatement monitoring and award the contract to the most qualified responsive consultant; and (4) Authorize the Public Works Director to make minor amendments to said agreements from time to time as approved by County Counsel.

FISCAL IMPACT:

The estimated cost of hazardous materials abatement is \$600,000. The estimated cost of the monitoring services is \$40,000. These costs will be paid from the County's local matching funds in the Criminal Justice Facility capital project fund and were included in the adopted budget.

CONTACT NAME: Kalen Dodd

PHONE/EMAIL: 760 932 5452 / kdodd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Hazmat Abatement Manual
Hazmat RFP

History

Time	Who	Approval
10/21/2022 9:28 AM	County Counsel	Yes
10/26/2022 4:10 PM	Finance	Yes
10/28/2022 9:40 AM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: November 1, 2022
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Public Works Director
Re: Agreement for Hazardous Materials Abatement and
Agreement for Hazardous Materials Abatement Monitoring
in support of the Bridgeport Jail Project

Recommended Action

1. Approve the attached agreements.
2. Authorize the Public Works Director to advertise the attached Invitation for Bids for hazardous materials abatement and award the contract to the lowest responsive bidder.
3. Authorize the Public Works Director to advertise the attached request for proposals for hazardous materials abatement monitoring and award the contract to the most qualified responsive consultant.
4. Authorize the Public Works Director to make minor amendments to said agreements from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved by County Counsel.

Fiscal Impact:

The estimated cost of the Hazardous Materials abatement work is \$600,000. The estimated cost of the monitoring services is \$40,000. This work will be paid with Mono County's Criminal Justice Facility Capital Projects Fund.

Background:

With Senate Bill (SB) 844, Mono County was awarded a \$25,000,000 grant to assist in replacing the Mono County Jail in Bridgeport. The Board selected the option to construct a new facility at the Old Hospital site in February 2017. To prepare for the Jail Construction, the existing Hospital must be demolished. The Hospital Demolition work will be funded separately by the Criminal Justice Facility Capital Projects Fund. The Board selected the option to construct a new facility at the Old Hospital site in February 2017. The first step in the demolition process of the old hospital is to have a specialty contractor remove potentially hazardous materials. This effort must be overseen by a professional on behalf of the County. This specialty work will clear the way to demolish the remainder of the hospital and prepare the site for the upcoming Mono County Jail Project.

To clarify further, this item includes authorization for Public Works to administer two separate contracts. One is a construction contract is for the abatement work itself, the second is for professional services for a consulting firm to monitor the abatement work.

Please contact me at 760-709-0427 if you have any questions regarding this item.

Respectfully submitted,

Paul Roten
Public Works Director

Attached: Proposed IFB – Agreements and related Exhibits
 Proposed RFP – Agreements and related Exhibits

PROJECT MANUAL
FOR
BRIDGEPORT JAIL PROJECT
HOSPITAL HAZMAT ABATEMENT

MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Sample Standard Agreement
Technical Specifications

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

PO Box 457

74 North School Street

Bridgeport, California 93517

760.932.5440

November 2022

NO MANDATORY PRE-BID MEETING:

Is scheduled. Contact
kdodd@mono.ca.gov to arrange a site visit.

BID SUBMITTAL DEADLINE:

**3:00 pm, Wednesday November 16,
2022**

**Clerk of the Board of Supervisors
74 North School Street / P.O. Box 237
Bridgeport, California 93517**

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INVITATION FOR BIDS

Hospital HazMat Abatement

Notice is hereby given that the Mono County ("County") Department of Public Works calls for bids from qualified General Engineering, Paving, and Striping contractors for the HOSPITAL HAZMAT ABATEMENT PROJECT ("Project"). The purpose of this Project is to remove hazardous materials from an abandoned hospital prior to its total demolition, in Bridgeport, CA.

Contractors and Subcontractors must be registered with the Department of Industrial Relations. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Project Manual provide the requirements for the Project. The Project Manual, is available on the Mono County Bid Management system at <http://bids.monocounty.ca.gov/> .

You can ask questions about the project by using the Bid Management System, or by contacting us at 760.932.5440 or kdodd@mono.ca.gov.

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

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

All work must be completed within **30 working days** from the date of issuance of the Notice to Proceed.

No prebid meeting is scheduled. Contractors are expected to visit the site before bidding. Site visits can be scheduled by contacting kdodd@mono.ca.gov

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet.

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Kalen Dodd
Associate Civil Engineer
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

Hospital Hazmat Abatement

1. BID DOCUMENTS

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

2. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder’s attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

3. APPROXIMATE QUANTITIES

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

4. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the Proposal Forms contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms contained in Section I of this document may be separated from the Project Manual for purposes of bid submission.

- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Each bid is to be in accordance with the Project Manual. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Project Manual. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- E. Bidders' attention is directed to the insurance and bond requirements described below and as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.
- F. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- G. Proposal Forms contained in Section I and bidder's bid security must be received in a sealed, opaque envelope clearly labeled **HOSPITAL HAZMAT ABATEMENT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission or electronic mail will not be considered.
- H. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- I. Bidders are advised that due to the remote nature of central Mono County "overnight" delivery by the U.S. Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

5. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received by the Clerk of the Board of Supervisors up to, but not later than, the Bid Submission Deadline stated on the cover sheet and described above Paragraph 5.I. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

6. WITHDRAWAL OF BID

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

7. AGREEMENT AND BONDS

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

8. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

9. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders); The Public Works Director shall determine whether to execute the contract or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low bidder, and such other bidders as the Department of Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking each bidder's and any listed subcontractor's license status and eligibility to contract for public works, and may also include, a request for bidder references and/or insurance certificates, a request for documents demonstrating the bidder's solvency and available resources to timely complete the work, and consideration of the bidder's performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid that does not affect the contract price and provided such waiver is allowed by law.

10. BID PROTEST PROCEDURE

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

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

Bidders may submit protests via email to Kalen Dodd at kdodd@mono.ca.gov

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

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

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

11. AWARD OR REJECTION OF BIDS

A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2) refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

B. If it chooses to award a contract, the County shall award the contract to the bidder found

responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.

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

12. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five (5) calendar days following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

13. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent

(0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.

- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:
 - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.
- G. Listing of subcontractors shall include the Contractor's California contractors license number, and the Contractor's DIR registration number.

14. INTEREST IN MORE THAN ONE BID

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

15. COORDINATION WITH OTHER CONTRACTORS

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

16. SUBSTITUTIONS

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

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business

License issued by County's Office of the Treasurer prior to commencing the work.

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

19. LABOR REQUIREMENTS

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

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

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The Project and all related work shall be completed within 30 working days from the date of issuance of the Notice to Proceed. Liquidated Damages are \$2,800 per day.

By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

PROPOSAL FORMS

Hospital Hazmat Abatement

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

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

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

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

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

Bidder’s Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

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

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder’s Signature

Date

(Add seal if by a corporation)

Lump Sum Price Bid
Hospital Hazmat Abatement

TOTAL	
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LIST OF SUBCONTRACTORS

Hospital Hazmat Abatement

clearly list each subcontractor who will perform work or labor or render service in an amount in excess of one-half of one percent (0.5%) of the total bid, or ten thousand dollars (\$10,000), whichever is greater.

Firm Name & Address Location of Business	Phone, Fax, & License	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	

- Notes:**
- A. If more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor's license number of each subcontractor.
 - B. Vendors or suppliers that will be providing materials only need not be listed.
 - C. Attach additional sheets as necessary.
 - D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.
 - E. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

ACKNOWLEDGEMENTS
Hospital Hazmat Abatement

RECEIPT OF ADDENDA

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

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

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

ACKNOWLEDGEMENT OF SITE VISIT(S)

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

Yes

No

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

DISCLOSURES AND CERTIFICATIONS

Hospital Hazmat Abatement

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

QUESTIONNAIRE A

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

Yes: _____ No: _____

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

QUESTIONNAIRE B

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of any "public works contract," as defined in Public Contract Code section 1101, with any "public entity," as defined in Public Contract Code section 1100, the Regents of the University of California, or the Trustees of the California State University?

Yes: _____ No: _____

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

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

WORKERS' COMPENSATION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

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

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- A. The bidder hereby certifies that he (as the contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive Orders 10925, 11114, and 11246, as well as 41 CFR 60-1.4 Equal Opportunity Clause).
- B. The bidder certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an "Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)" with the U.S. Department of Labor and, annually thereafter, file the same report with the U.S. Department of Labor by March 31. (If your company has filed one of these reports this year, you do not have to comply with the 30-day regulation.) Refer to https://www.eeoc.gov/employers/eeo1survey/upload/instructions_form.pdf for filing requirements (SF-100).
- C. The contractor and all subcontractors shall certify that prior reports have been filed under the applicable filing requirements as follows:
- a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.
Yes _____ No _____ (If yes, answer question 2 also)
 - b. Contractor/Subcontractor has filed all "required" reports for these previous contracts.
Yes _____ No _____

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to Executive Orders 10925, 11114, and 11246 and that have not filed reports when required should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor (and/or subcontractor) submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director of the U.S. Department of Labor's Office of Federal Contract Compliance.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of any contract issued pursuant to this IFB.

- D. This certification is required by the Equal Employment Opportunity Regulations of the Secretary of the Department of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or less are exempt).
- E. Contractor/Subcontractor certifies that he is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such Notification of Noncompliance with EEO regulations.
- F. A compliance certificate in conformance with this section is not required at time of bid, but each subcontractor must be provide this certificate to the County prior to execution of any contract issued pursuant to this IFB. If available, subcontractor certificates may be supplied at time of bid. Subcontractor signature below certifies Equal Employment Opportunity compliance. Each subcontractor shall answer the questions in Item C above and sign a copy of this page.

Subcontractor Name

Subcontractor Signature

Date

Note: This Certificate constitutes a part of the proposal, and the contractor's signature on the signature portion of the proposal constitutes the Contractor's "Equal Employment Opportunity Compliance Certificate" and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

BIDDER'S QUALIFICATION STATEMENT

Hospital Hazmat Abatement

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

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

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

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

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

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

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

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

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

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture*, include name all partnering firms

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

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

_____ Yes _____ No

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

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

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

(Use additional sheets if necessary to identify all Principals and Key Personnel)

3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No
- B. Has the Contractor, principals, or key personnel been party to a
bankruptcy or reorganization proceeding with the last five years?
(if yes, provide a detailed explanation on an attached sheet) Yes No
- C. Annual sales dollar volume of Contractor: \$ _____

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

- A. During the past five years has the Contractor:
 - i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier? Yes No
 - ii. Failed to complete a contract? Yes No
 - ii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. Had a contract terminated? Yes No
 - vi. Had liquidated damages assessed against it upon completion of a contract? Yes No
 - vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
- B. During the past five years has the Contractor, Principals or Key Personnel:
 - i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
 - ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
 - iii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
 - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No
 - v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? Yes No

PROJECT EXPERIENCE WITH HAZARDOUS MATERIALS ABATEMENT PROJECTS

- Project Status:
- Project completed
 - Work in progress

- Contractor's Role*:
- Prime Contractor
 - Subcontractor
 - Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

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

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

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

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

Construction Manager / Project Manager:

Company:_____

Address:_____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Architect / Engineer:

Company:_____

Address:_____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Reference familiar with Contractor's performance:

Company:_____

Address:_____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Description of work performed by Contractor: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

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

HOSPITAL HAZMAT ABATEMENT

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

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

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

PRINCIPAL:

Executed on: _____

By: _____

(Seal of Corporation)

Title: _____

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

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

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

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

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

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

SECTION II SAMPLE
AGREEMENT

**AGREEMENT BETWEEN COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of CLICK HERE TO ENTER TEXT of CLICK HERE TO ENTER TEXT (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from CLICK HERE TO ENTER TEXT, to CLICK HERE TO ENTER TEXT, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. INSURANCE

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

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.

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

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

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

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

9. STATUS OF CONTRACTOR

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

9. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 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.

10. 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 12 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.

11. 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.

12. 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.

13. ASSIGNMENT

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

14. DEFAULT

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

15. 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.

16. CONFIDENTIALITY

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

17. 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.

18. POST-AGREEMENT COVENANT

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

19. SEVERABILITY

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

20. FUNDING LIMITATION

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

21. 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.

22. NOTICE

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

County of Mono:
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT

Contractor:
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT

23. COUNTERPARTS

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

24. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCOPE OF WORK:

CLICK HERE TO ENTER TEXT

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCHEDULE OF FEES:

CLICK HERE TO ENTER TEXT

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

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND Click here to enter text. FOR THE PROVISION OF Click here to enter text. SERVICES

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

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

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

- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard

Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific provision shall govern.

SECTION 2. PERFORMANCE OF WORK

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

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor’s vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor’s use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff’s Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor’s superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

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

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

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

2.2 OTHER PROJECTS.

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

2.3 PROTECTION OF PROPERTY.

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

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

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

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

2.4 ENVIRONMENTAL PROTECTION.

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

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

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

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

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

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

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

3.3 APPLICABILITY TO SUBCONTRACTORS

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

3.4 QUARTERLY DISCLOSURES

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

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

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

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

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

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

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

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

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

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

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

4.2 PERFORMANCE OF SUBCONTRACTORS

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

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

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

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

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

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

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

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

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

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

5.2 PROSECUTION AND PROGRESS.

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

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

5.3 ORDER OF WORK.

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

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

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

Control of Work:

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

6.2 OMITTED ITEMS.

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

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated,

qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

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

6.4 CONTRACTOR PERSONNEL.

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

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

6.5 METHODS AND EQUIPMENT.

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

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

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

6.6 PARTIAL PAYMENTS.

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

6.7 FINAL ACCEPTANCE.

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

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute

the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

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

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

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

6.9 FORCE MAJEURE.

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

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

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

6.10 WARRANTY AND GUARANTEE.

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

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

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

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

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

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

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

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

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

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

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

7.2 TERMINATION BY COUNTY FOR CAUSE.

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

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

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

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

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

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

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

costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

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

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

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

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

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

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

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

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

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

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

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

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

SECTION 8. MATERIALS

8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.

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

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

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

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

8.3 STORAGE OF MATERIALS.

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

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

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

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

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

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

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

9.3 CONSTRUCTION SITE NUISANCE.

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

9.4 PUBLIC CONVENIENCE AND SAFETY.

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

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

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

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

9.6 PERMITS.

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

9.7 CONSTRUCTION LAYOUT AND STAKES.

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

Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

9.8 TESTING AND INSPECTIONS.

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

9.9 CONTRACTOR QUALITY CONTROL.

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

9.10 INSPECTION OF THE WORK.

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

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

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

9.11 RETEST OF WORK.

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

9.12 MAINTENANCE DURING CONSTRUCTION.

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

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

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

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

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

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

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

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

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

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

10.3 WATER SUPPLY.

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

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

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

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

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

10.4 EXISTING FACILITIES.

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

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

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

11.2 ATTENDEES.

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

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of [Click here to enter text.](#) WORKING DAYS beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

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

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

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

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

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

14.3 BREACH.

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

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

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

EXHIBIT 2

AGREEMENT BETWEEN THE COUNTY OF MONO AND Click here to enter text.FOR THE PROVISION OF Click here to enter text.SERVICES

PREVAILING WAGES AS OF: Click here to enter text.

A. DETERMINATION

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

B. PREVAILING WAGE RATE

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

C. APPRENTICES

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

D. PENALTY FOR NON-PAYMENT OF PREVAILING WAGES

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

E. PAYROLL RECORDS

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

F. INSPECTION OF PAYROLL RECORDS

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in

California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

G. POST OF PREVAILING WAGES AT JOB SITE

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

H. HOURS

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

I. OVERTIME

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

J. RECORDS OF HOURS

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. PENALTY FOR VIOLATION OF WORK HOURS

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

L. REGISTRATION WITH DIR AND COMPLIANCE MONITORING

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

CALIFORNIA LABOR CODE:
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

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

- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

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

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

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid

to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
 - (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the

entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
 - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship

program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR THE PROVISION OF [Click here to enter text.](#) **SERVICES**

BOND REQUIREMENTS

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

SAMPLE PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor [Click here to enter text.](#), hereafter designated as the “Contractor”, a contract for the work described as follows:

[Click here to enter text.](#)

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

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

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

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

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

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

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

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

Mono County Counsel

SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor [Click here to enter text.](#), hereafter designated as the "Principal", a contract for the work described as follows:

[Click here to enter text.](#)

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

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of [Click here to enter text.](#)dollars (\$[Click here to enter text.](#)), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

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

Dated: _____, 20 ____

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

Principal

Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

Mono County Counsel

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
WARRANTY BOND**

KNOW ALL BY THESE PRESENT that we Click here to enter text., the Contractor in the contract hereto annexed (the “Contract”), as principal, and, Click here to enter text., the Surety, are held and firmly bound unto the County of Mono (“Owner”) in the sum of Click here to enter text. lawful money of the United States, for which payment, well and truly be made, we bind ourselves jointly and severally, firmly by these present.

Section 1. During the Term of the Bond, the Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the Contractor’s warranty obligation: that if the Contractor, its successors and assigns, or its subcontractor, fails to maintain and remedy in good workmanlike manner the work of Click here to enter text. such that it is free from defects in the materials and workmanship for a period of one year commencing on Click here to enter text. and shall indemnify and hold harmless Owner, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney’s fee to be fixed by the court.

Section 2. If the Contractor satisfies its warranty obligations pursuant to the Contract, the Surety and the Contractor shall have no obligation under this Bond. It is understood and agreed that in no event shall the Surety’s obligations under this Bond extend to warranties provided by the Contractor or subcontractor’s suppliers and manufacturers.

Section 3. If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after:

- a. the Owner first provides notice to the Contractor and the Surety during the Term of the Bond of the Owner’s intent to declare a Contractor Default;
- b. the Contractor fails to remedy the Contractor Default within a reasonable amount of time of such notice; and
- c. the Owner declares a Contractor Default and notifies the Surety.

Section 4. Failure on the part of the Owner to comply with the notice requirement in Section 3 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

Section 5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly, under reservation of rights, and at the Surety’s expense, remedy the Contractor’s Default. The Surety may, with the consent of the Owner, arrange for the Contractor to remedy the Contractor’s Default.

Section 6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

Section 7. The responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. The Surety is obligated, without modification or qualification, for the responsibilities of the Contractor for correction of the defective work as set forth in the Construction Contract, and additional legal and design professional costs resulting from the Contractor’s Default or resulting from the actions or failure to act of the Surety under Section 5.

Section 8. The Owner may request an extension of the Term of this Bond. The Surety, at its sole option, may extend the Term of this Bond by continuation certificate or rider setting forth the new expiration date.

- a. If the surety extends the Term of this Bond, the Bond shall be considered one continuous bond.
- b. If the Surety decides not to extend the Term of this Bond, then the Surety shall notify the Owner in writing third (30) days prior to the end of the current term of this Bond at the address indicated in this Bond.
- c. Neither the Surety’s failure to extend the Term of this Bond nor the Contractor’s failure to provide a replacement bond or other acceptable security shall be considered a breach or default by the Surety or Contractor on this Bond, nor serve as a basis for a claim or demand on this Bond.

Section 9. The Surety’s total liability under this Bond is limited to the Amount of this Bond indicated on page 1 of this Bond, regardless of whether the Term of this Bond is extended, the length of time this Bond remains in force, and the number of premiums that shall be payable or paid.

Section 10. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

Section 11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work of the Contractor required by the Contract is located and shall be instituted within two years after a declaration of Contractor Default. If the provisions of this Section are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Section 12. Notice to the Surety, the Owner, or the Contractor shall be in writing and mailed or delivered to the address shown beneath the signatures on this Bond.

Section 13. Provisions in this Bond that conflict with applicable statutory or other legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

Section 14. Definitions:

- a. Contract. The Agreement between the Owner and Contractor identified in the preamble to this Bond and in the signature page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- b. Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with the warranties required under the Contract.
- c. Owner Default. Failure of the Owner, which has not been remedied or waived, to perform or otherwise comply with the other material terms of the Contract.
- d. Contract Documents. All the documents that comprise the Contract.
- e. Surety. The company or companies lawfully authorized to issue surety bonds in the jurisdiction where the project is located.

SIGNED, SEALED, AND DATED: _____, 20__

CONTRACTOR
 Company (seal)
 Signature: _____
 Name and Title: _____
 Address: _____

SURETY
 Company (seal)
 Signature: _____
 Name and Title: _____
 Address: _____

OWNER
 Mono County (seal)
 Signature: _____
 Name and Title: _____
 Address: _____

APPROVED AS TO FORM

 Mono County Counsel

EXHIBIT 4

AGREEMENT BETWEEN THE COUNTY OF MONO AND

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

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

INVOICING, PAYMENT AND RETENTION

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

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

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

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

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

SECTION III SPECIFICATIONS

GROUP



DELTA

HAZARDOUS BUILDING MATERIALS ABATEMENT SPECIFICATIONS

Future Mono County Jail/Old Hospital

Bridgeport, California

Submitted to

LIONAKIS

1919 19th Street

Sacramento, California, 95811

June 3, 2021

Revised March 29, 2022

Group Delta Project No.

EN8119



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TECHNICAL ASBESTOS ABATEMENT SPECIFICATION



TECHNICAL ASBESTOS ABATEMENT SPECIFICATION

PART 1 - GENERAL

1.1 PROJECT SITE

- A. The project site is identified as the Old Hospital at the future site of the Mono County Jail, 221 Twin Lakes Rd., Bridgeport, California, California. The subject site building is planned for demolition.

1.2 SCOPE OF WORK

- A. All work shall be supervised by experienced persons trained, knowledgeable and qualified in the techniques of asbestos abatement and the handling of asbestos waste, asbestos containing, and contaminated materials and the subsequent cleaning of asbestos contaminated areas.
- B. Contractor shall furnish all labor, materials, services, insurance (specifically covering the handling and transportation of asbestos containing material), and equipment which is specified, shown or reasonably implied for the removal, transport, and disposal of the following asbestos contaminated/containing materials from the building locations as indicated (all quantities are approximate):

Asbestos-Containing Material Removal:

- C. The Work includes the abatement, removal, transport and disposal of the following asbestos-containing materials (ACMs) and asbestos-containing construction materials (ACCMs), as per the architectural drawings as materials to be impacted during the building renovation activities for modernization. A hazardous materials survey prepared by Group Delta is included as Appendix A and was reviewed as part of this specification design. The following table lists the ACMs and/or ACCMs identified within the subject site building, including the location, condition, and the estimated total quantity of the identified hazardous materials:

Table 1 of 1

Sample #	Material	Building/Location	Asbestos	Amount	Friability	Qty
MCH-001	9" Brown Vinyl Floor Tile	Hospital/Floor East/West Hall	Chrysotile	Trace (<1 %)	NF	8,000 SF
MCH-001	9" Brown Vinyl Floor Tile & Black Mastic	Hospital/Floor East/West Hall	Chrysotile	Trace - 5 %	NF	See Above
MCH-002	9" Brown Vinyl Floor Tile & Black Mastic	Hospital - Kitchen Floor	Chrysotile	3-5 %	NF	See 001



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MCH-003	9" Brown Vinyl Floor Tile & Black Mastic	Hospital – Locker Room	Chrysotile	3-5 %	NF	See 001
MCH-004	9" Brown Vinyl Floor Tile & Black Mastic	Hospital, Equip. Storage	Chrysotile	3-5 %	NF	See 001
MCH-005	9" Gray Vinyl Floor Tile & Black Mastic	Hospital, Dressing Room	Chrysotile	3-5 %	NF	See 001
MCH-006	9" Green Vinyl Floor Tile & Black Mastic	Hospital, Doctors Work Room	Chrysotile	3-5 %	NF	See 001
MCH-007	12" Tan Vinyl Floor Tile & Black Mastic	Hospital, N.E. Corner - Hall	Chrysotile	5 %	NF	6,000 SF
MCH-008	12" Brown Vinyl Floor Tile & Black Mastic	Hospital, Office	Chrysotile	5 %	NF	See 007
MCH-009	12" Brown Vinyl Floor Tile & Black Mastic	Hospital, Restroom	Chrysotile	5 %	NF	See 007
MCH-010	12" Tan Vinyl Floor Tile & Black Mastic	Hospital, - South End N.S. East Hall	Chrysotile	5 %	NF	See 007
MCH-012	Brown Carpet Adhesive/Mastic	Hospital - Admin Office	Chrysotile	2 %	NF	3,000 SF
MCH-020	9" Brown Vinyl Floor Tile and Black Mastic	Hospital – CAO Office	Chrysotile	3-5 %	NF	See 001
MCH-033, 034, 035	Sprayed-On Acoustic Ceiling Coating (ACS)	Hospital - N.S. East Hall	Chrysotile	6 %	F	2,200 SF
MCH-039	Wood Panel Glue	Hospital – Lobby	Chrysotile	5 %	NF	500 SF
MCH-042	12" Ceiling Tile Mastic	Hospital – Nurses Station	Tremolite	0.2% by Point Count	NF	1,100 SF
MCH-043	Transite (2' x 2') Panels	Hospital - Ceiling Soffit Above Kitchen Sink	Chrysotile	25 %	NF	50 SF
MCH-044	Thermal System Insulation (TSI) - Pipe Run	Hospital - Heater Tank at Sterile Room	Amosite	5%	F	6 LF
MCH-045	Window Putty	Hospital – Exterior	Chrysotile	2%	NF	6 LF
MCH-053	Fire Door Insulation	Hospital - Mech. Rm. 'D'	Chrysotile	3%	F	4 SF
MCH-059, 065	6" TSI Elbows	Hospital – Mech. Rms. A and B	Chrysotile	20-25%	F	75 Ea.
MCH-066	HVAC Unit Duct Gasket/ Black	Hospital – Mech. Rm. B, HVAC Units	Chrysotile	5%	NF	180 SF



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MCH-067	Boiler Tank Insulation	Hospital – Mech. Rm. C	Chrysotile	25%	F	80 SF
MCH-069, 072	3" TSI Elbow/ Gray	Hospital – Mech. Rm. C	Chrysotile & Amosite	5-10%	F	100 Ea.
MCH-070, 071	6" TSI Elbow/ Gray	Hospital – Mech. Rms. C & D	Chrysotile	2-5%	F	75 Ea.
MCH-079	HVAC Unit Duct Gasket Material	Hospital – Mech. Rm. D	Chrysotile	5%	NF	40 SF
MCH-080	4" TSI Pipe Run/ Wrap / White/ Gray	Hospital – Kitchen	Amosite	25%	F	25 LF

At no time should the identified ACMs or ACCMs be drilled, cut, sanded, scraped or otherwise disturbed by untrained personnel. These materials should be removed prior to any activities which will impact these materials. Asbestos disturbance and/or removal operations must be conducted by a California Occupational Safety and Health Administration (Cal/OSHA)-registered and State licensed asbestos removal contractor. Disturbance and/or abatement operations should be performed under the direct observation of a California Certified Asbestos Consultant.

Construction activities involving the potential for impacting ACMs should be conducted in accordance with the requirements of Title 8 of the California Code of Regulations, Section 1529 (8 CCR 1529).

For abatement activities which will involve the removal of at least 100 square or linear feet of identified friable ACMs and/or regulated ACMs, notification must be made to the Great Basin Unified Air Pollution Control District (GBUAPCD). Notification to the GBUAPCD must be accomplished ten working days prior to the initiation of such activities.

For abatement activities which will involve asbestos-related work of at least 100 square or linear feet, written notification must be made to the Cal/OSHA. Notification to the Cal/OSHA must be accomplished 24 hours prior to the initiation of such activities.

Notification to employees and contractors working within the building should be made in accordance with the California Health and Safety Code, Section 25915 *et. seq.* and Proposition 65.

- D. Other items of work shall include:
1. The Contractor shall use potable water for dust control purposes. Water is available on site.
 2. Owner shall provide electrical power. If additional temporary electrical power is needed for construction purposes, temporary electrical power shall conform to all federal, state and local regulation regarding the installation, operation and demobilization of temporary electrical power systems. All electrical temporary electrical wiring shall be installed by a state licensed and



certified electrician.

3. Contractor shall provide Occupational Safety and Health Administration (OSHA) required asbestos personal exposure air monitoring during all phases of work associated with this contract.

E. Replacement of removed materials:

1. Not applicable.

F. Damages caused during the performance of abatement activities shall be repaired by Contractor (e.g.) paint peeled off by barrier tape, nail holes, water damage, etc.) at no additional expense to Owner, unless other arrangements and approval have been provided by the Owner.

1.3 WORK TO BE PERFORMED BY OTHERS

A. Owner will determine work to be determined by others.

1.4 RESPONSIBILITIES OF THE OWNER

A. A Certified Asbestos Consultant (CAC) for the Owner will provide abatement oversight, contractor observation, air monitoring, related testing and analysis, visual inspection, and clearance sampling associated with the asbestos abatement activities.

B. The Owner will pre-approve the contractor's selection of a landfill for the disposal of asbestos containing and contaminated waste.

1.5 REQUIRED LICENSURE

A. ~~The Contractor shall be licensed by the State of California, Contractors State License Board and be registered to perform asbestos related work with the Division of Occupational Safety and Health, Department of Industrial Relations. At a minimum contractor shall hold the following license classifications:~~

1. ASB - Asbestos Certification

B. Transportation of Friable/Non-Friable Asbestos Containing Materials: Contractor shall itself be or have a subcontractor who is a registered hazardous waste transporter with the State of California, Department of Toxic Substances Control. The Owner reserves the right to approve all waste haulers.



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- C. Subcontractors shall hold all licenses applicable to specified trade work.

1.6 PERMITS

- A. Proper permits shall be in place as required by other agencies governing demolition, renovation and/or abatement.

1.7 NOTIFICATIONS

- A. Contractor shall make all required written notifications to regulatory agencies including the following:
 - 1. California Occupational Safety and Health Administration
 - 2. GBUAPCD

1.8 INSURANCE REQUIREMENTS

- A. Owner will determine insurance requirements.

1.9 PROJECT SCHEDULE

- A. All work shall be performed as determined by the Owner.
- B. The Contractor shall start work and complete work on dates as defined by the Owner:
- C. For the purposes of this Work Plan "submittal due date" shall mean the day on which submittals required by Article 1.11 shall be received by the CAC. The "start work" shall mean the day Contractor arrives on the project site. The "complete work" shall mean the day Contractor leaves the project site including clearance by the CAC (testing and/or visual inspection) and demobilization.

1.10 PROCEDURES

- A. Contractor shall perform all Work in compliance with the most recent edition of all applicable federal, state, and local regulations, standards and codes governing asbestos abatement, transport, and disposal of asbestos containing/contaminated materials and contaminated materials and all activities related to demolition operations.
 - 1. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.



- B. Regulations, Standards, and Codes (General):
1. General applicability of federal, state, and local regulations, standards and codes governing hazardous materials abatement, demolition, transport and disposal, except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable regulations, standards, and codes have the same force and effect and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith.
- C. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The contractor is responsible for providing training, medical examinations and maintaining training/medical records of personnel as required by the applicable federal, state, and local regulations.

The Contractor shall hold the Owner and the CAC harmless for failure to comply with any applicable hazardous materials abatement, transport, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

1.11 SUBMITTALS

- A. At least one week prior to commencement of work, Contractor shall submit (two copies) to the CAC of documentation that includes, without limitation, the following (**Note: No work will begin on this project until the CAC approves, in writing, these submittals and provides the Owner with a signed acceptance**):
1. Submit copies of licenses and registrations required by Article 1.5 Required Licensure (include copies of subcontractor's licenses).
 2. Submit copies of written notification to the following regulatory agencies:
 - a. California Occupational Safety and Health Administration
 - b. GBUAPCD
 3. Submit proof of insurance coverage required by Article 1.8 Insurance Requirements (include proof of insurance for subcontractors).



4. Submit proof of legal right to use patented equipment or processes.
5. Manufacturer's certification that HEPA vacuums, differential pressure, air filtration devices and other local exhaust ventilation equipment conform to ANSI Z9.2-79 (if used on-site).
6. Prior to the start of work, the Contractor shall submit to the CAC, for approval, a site-specific work plan detailing asbestos removal method to be utilized.
7. Submit full manufacturer's product data and material safety data sheet for all chemical products to be used on site.
8. Submit a construction schedule indicating milestones and dates of completion for each phase of the Work. Submit the schedule at least two days prior to Job Start.
9. Submit documentation that Contractor's employees, including foreman, supervisor, and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received training as required by 29 CFR 1926.1101
10. Submit documentation from Physician that all employees or agents who may be exposed to airborne asbestos fibers in excess of background levels have received medical monitoring in accordance with 29 CFR 1926.1101 to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the workplace environment (e.g. high temperatures, humidity, and chemical contaminants) that may impact on the employee's ability to perform work activities.
11. Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be conducted annually and in accordance with qualitative procedures as required by 8 CCR 5144 or be quantitative in nature.
12. Submit an emergency preparedness plan as required by Article 1.14 - Emergency Planning.



13. Submit documentation of previous fiber concentrations exposure levels from similar abatement projects for the proposed Contractor's employees and agents who must enter the work area. This documentation shall at a minimum meet the requirements of 29 CFR 1926.1101 Negative Hazard Assessment and 8 CCR 1529 as required by OSHA regulations.

B. During abatement activities, Contractor shall submit to the CAC documentation that includes, without limitation, the following:

1. Submit copies of the work area entry/exit logbook. Logbook must record name, affiliation, time in, and time out for each entry into the work area.
2. Submit copies of logs documenting filter changes on respirators, HEPA vacuums, differential pressure, air filtration devices, water filtration device, and other engineering controls (if used on site).
3. Submit copies of Material Safety Data Sheets (MSDS) for solvents, encapsulants, wetting agents and replacement materials, as necessary.
4. Submit and post on site (within 24 hours of collection completion) results of all required OSHA air monitoring.
5. Submit copies of all accident/incident reports where injury or damage has occurred on or to the Owner's property.
6. Submit copies of daily logs indicating location(s) worked, type of materials removed, quantity of materials removed and number of personnel conducting the aforementioned activities.
7. Submit copies of all transport manifests, trip tickets and disposal receipts for all hazardous materials removed from the work area within 24 hours of the transport to the Owner.

1.12 NOTICES

- A. Post in the clean room area of the worker decontamination enclosure a list containing the names, and telephone numbers of appropriate personnel (if used on site).
- B. Post in the clean room area of the worker decontamination enclosure a list of all persons authorized to enter the work area (if used on site).



- C. Additional postings shall include:
 - 1. Visitor Entry and Exit Log.
 - 2. Employee Daily Sign in Log.
 - 3. Entry and Exit Procedures.
 - 4. Emergency Procedures.
 - 5. As required by the Department of Labor

1.13 SITE USE AND SECURITY

- A. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond which areas on which work is indicated are not to be disturbed.
- B. The work area shall be restricted only to authorized, trained and protected personnel, including Contractor, Contractor's employees, Owner employees, Building Management, and the CAC, State and Local inspectors.
- C. Entry into the work area by unauthorized individuals shall be reported immediately to the CAC.
- D. Contractor shall be responsible for Project site security during abatement operations in order to protect work efforts and equipment.

1.14 EMERGENCY PLANNING

- A. Emergency planning and procedures shall be developed by Contractor prior to abatement initiation.
- B. Emergency procedures shall be in written form and prominently posted. Contractor shall ensure that all persons entering the work area read these procedures and understand the Project site layout, location of emergency exits and emergency procedures.
- C. Emergency planning shall include considerations of fire, explosion, electrical hazards, slips, trips and falls, confined spaces, and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided by Contractor.
- D. Employees shall be trained in evacuation procedures in the event of work place emergencies.



1. For non-life-threatening situations, employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the work place to obtain proper medical treatment.
2. For life-threatening injury or illness, worker decontamination shall take least priority. After measures to stabilize the injured worker, remove him from the work place and secure proper medical treatment.
3. Telephone numbers of all emergency response personnel shall be prominently posted in the clean and equipment rooms.

1.15 FIRE PROTECTION

- A. All plastic, spray-on strippable coatings, and structural materials used in the asbestos abatement process shall be UL approved and certified as fire retardant or noncombustible.
- B. Wood shall be pressure impregnated and certified as fire retardant.
- C. Material Safety Data Sheets (MSDS) for fire retardant materials shall be made available upon request.
- D. All combustible rubbish and debris, including properly bagged asbestos shall be properly disposed of at the end of each working day.
- E. A minimum of one (1) 4A/60BC dry-chemical extinguisher shall be maintained at each of the following locations:
 1. At each corner of the work area, where no clear corners exist, four (4) extinguishers shall be placed around the exterior wall of the work area so that they are approximately 25 percent of the total distance apart.
 - a. Exception: Where the total abatement containment area is less than 1,000 square feet, two (2) 4A/60BC extinguishers shall be provided. All extinguishers shall be clearly identified with red tape.
 2. Contractor shall ensure that on site personnel are aware of the location and proper use of all extinguishers and other fire/life safety equipment.
- F. All existing fire detection, alarm systems, connections and standpipes shall remain in place, active and unobstructed. The CAC must approve any alteration



to this equipment.

- G. Contractor shall conduct activities in accordance with all procedures and requirements as outlined in Local Fire Department Requirement.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Contractor shall carefully adhere to the following, if applicable:

1. All plastic, spray-on strippable coatings and structural materials used shall be UL certified as fire retardant or non-combustible.
2. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand name (where applicable).
3. Polyethylene sheeting utilized for worker decontamination and barriers shall be black or opaque in color and shall be a minimum of 6 mil. thick.
4. Disposal bags shall be doubled 6-mil. Polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b) (i) (iv), CAL-OSHA Title 8 CCR Section 5208, and if applicable Title 22 CCR Section 66504.
5. Stick-on labels shall be used as per EPA or Cal/OSHA requirements for disposal drums.
6. Warning signs as required by Cal/OSHA shall be utilized.

- B. Removal and Encapsulation, if applicable:

1. Surfactant (wetting agent) shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in proportion of 1 fluid ounce to 5 gallons.
2. The encapsulating agent to be applied shall adhere to the substrate surfaces from which asbestos-containing material has been stripped.
3. The encapsulating agent shall not be flammable and should not be solvent-based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbon.



C. Replacement:

1. Not Applicable.

2.2 EQUIPMENT

A. General:

1. A sufficient quantity of HEPA vacuums and/or differential pressure air filtration devices equipped with HEPA filtration and operated in accordance with ANSI Z9.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos Containing Materials in Buildings. To calculate total air flow requirement, use the following equation:

$$\text{Total ft}^3/\text{min} = \frac{\text{Vol. of work area (in ft}^3\text{)}}{15 \text{ min}}$$

To calculate the number of units needed for the abatement, use the following equation:

$$\text{Number of units needed} = \frac{\text{[total ft}^3/\text{min]}}{\text{[Capacity of unit in ft}^3/\text{min]}}$$

2. Type "B" powered air-purifying respirators (PAPR) may be utilized during removal of any friable asbestos containing material if requested by worker.
3. Air purifying respirators with dual HEPA/organic cartridges shall be utilized during mastic removal.
4. Respirators shall be furnished to the abatement workers by Contractor. The respirators shall have been tested and approved by National Institute of Occupational Safety and Health (NIOSH) for use in asbestos contaminated atmospheres.
5. Contractor shall provide full body disposable protective clothing, including head, body, and foot coverings to abatement workers and visitors in sizes adequate to accommodate movement without tearing.
6. In accordance with 8 CCR 1514, the following additional safety equipment; (e.g. hard hats meeting the requirements of 8 CCR 1515, eye protection meeting the requirements of 8 CCR 1516, safety shoes meeting the requirements of 8 CCR 1517, hand protection meeting the



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requirements of 8 CCR 1520, hearing protection meeting the requirements of 8 CCR 1521 and body protection meeting the requirements of 8 CCR 1522), as necessary, shall be furnished by the Contractor to all workers and authorized visitors.

7. Non-skid footwear shall be furnished to all abatement workers by the Contractor. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
8. Furnish a sufficient supply of disposable mops, rags, and sponges for work area decontamination.

B. Removal:

1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be furnished by the Contractor as needed.
2. Rubber dustpans and rubber squeegees shall be furnished by the Contractor for cleanup.
3. Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.
4. A sufficient supply of HEPA filtered vacuum systems shall be furnished by the Contractor during cleanup.

C. Encapsulation, if applicable: Encapsulants shall be sprayed by the Contractor, using airless spray equipment or hand pressurized sprayer.

D. Enclosure, if applicable: Hand tools equipped with HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports if there is any need to disturb asbestos containing materials during this process. As an alternative asbestos material may be partially removed following controlled removal procedures approved by the CAC.

PART 3 - EXECUTION

3.1 ASBESTOS REMOVAL PREPARATION

- A. Contractor shall coordinate all items of work with the CAC.
- B. Contractor shall shut down and lock out all heating, cooling, and air conditioning



system (HVAC) components that are in, supply, or pass through the work area. The HVAC system shall remain off during project.

- C. Contractor shall shut down and lock out electric power to all Work Areas. Contractor shall provide temporary power (if needed) and lighting sources, insure safe installation of temporary power sources (if needed) and equipment by compliance with all applicable electrical code requirements and Cal/OSHA requirements for temporary electrical systems. Protect each circuit with a Ground Fault Circuit Interrupter (GFCI) of proper size located in the temporary panel. Do not use outlet type GFCI devices. The temporary electrical service shall provide 150% of the maximum capacity of all of the Contractors equipment.
- D. Install worker decontamination unit described in Article 3.3 and/or 3.4 or as agreed upon with the CAC.
- E. Post warning signs meeting the specifications of Cal/OSHA General Industry Safety Order Section 1529 and 29 CFR 1926.1101 at any location and approaches to a location where airborne concentration of asbestos fibers may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from a work area to permit a person to read the sign and take necessary protective measures to avoid exposure.
- F. Asbestos Handlers shall don personnel protective equipment as required in Article 2.2 - Equipment.
- G. Pre-clean all vertical and horizontal surfaces within the work area using a HEPA-filtered vacuum and/or wet cleaning techniques as appropriate. Contractor shall not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters and shall not disturb asbestos containing materials during the pre-cleaning phase.
- H. ~~Seal off all openings between the Work Area and uncontaminated areas outside of the Work Area with two layers of 6-mil polyethylene sheeting and tape to ensure a leak tight containment under negative pressure.~~
- I. Perform all removal/demolition of asbestos containing/contaminated material in accordance with Article 3.2 – Asbestos Removal Procedures.

3.2. ASBESTOS REMOVAL PROCEDURES

- A. Post warning signs meeting the specifications of Cal/OSHA General Industry Safety Order Section 1529 and 29 CFR 1926.1101 at any location and approaches to a location where airborne concentration of asbestos fibers may exceed



ambient background levels. Signs shall be posted at a distance sufficiently far enough away from a work area to permit a person to read the sign and take necessary protective measures to avoid exposure.

- B. Install worker decontamination unit described in Article 3.3 and/or 3.4 or as agreed upon with the CAC.
- C. Asbestos handlers involved in removal procedures shall wear disposable suits, including gloves, hood and footwear. Minimum respiratory protective equipment shall be half face negative pressure dual cartridge air-purifying respirator. Upon exiting the work area the handlers shall HEPA vacuum the suit and dispose of as asbestos contaminated waste and proceed to the shower room for full decontamination.
- D. Isolate work area by installing critical barriers across all openings where airborne asbestos migration may cause secondary contamination.
- E. Thoroughly wet materials to be removed with amended water. Spray material continuously during the removal process to maintain a wet condition.
- F. The Contractor shall carry out all asbestos containing material removal in a manner that will minimize pulverizing, breaking or abrading.
- G. Manually remove asbestos containing material by prying, cutting or scraping material from substrate.
- H. Dispose of all asbestos containing/contaminated waste in accordance with Article 3.6 – Asbestos Disposal Procedures.

3.3 WORKER DECONTAMINATION SYSTEMS

- A. ~~Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area.~~
- B. Worker decontamination enclosure systems constructed at the Project site shall utilize 6-mil. black or opaque polyethylene sheeting, or other approved materials for privacy.
- C. The Personnel Decontamination Unit shall not be located inside the work area unless otherwise authorized by the CAC.
- D. Alternate methods of providing Decontamination facilities may be submitted to the CAC for approval. Do not proceed with any such method(s) without obtaining the CAC's written authorization.



- E. The worker decontamination enclosure system shall consist of at least a three-stage decontamination unit.
- F. The decontamination unit dirty/equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for filtration equipment, extra tools, containers or surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A labeled 6-millimeter Polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear shall be stored in this area for reuse the following workday.

3.4 ASBESTOS CLEAN-UP PROCEDURES

- A. Remove and containerize all visible accumulations of asbestos containing material and contaminated debris utilizing rubber dustpans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Asbestos containing/contaminated waste shall be placed in disposal bags. Disposal bags shall be doubled 6-mil. Polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b) (1) (iv), Cal/OSHA Title 8 CCR Section 1529, and if applicable Title 22 CCR Section 66504.
- B. Wet clean and HEPA vacuum all surfaces in the work area using rags, mops and sponges as appropriate.
- C. Decontamination enclosure systems shall remain in place and be utilized.
- D. Remove all containerized waste from the work area and waste container pass-out airlock.
- E. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
- F. The CAC will inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and a second cleaning cycle repeated at no additional cost to Owner.
- G. Following the satisfactory completion of visual inspection and environmental air monitoring, the remaining barriers may be removed and prepared for proper disposal. A final visual inspection by the CAC will be performed. Unsatisfactory conditions may require additional cleaning and air monitoring at no additional cost to Owner.



3.5 REESTABLISHMENT OF ASBESTOS ABATEMENT WORK AREAS

- A. Reestablishment of the work area shall only occur following the completion of clean-up procedures, visual inspection and final clearance air monitoring has been achieved as per Asbestos Hazard Emergency Response Act (AHERA) protocol and to the satisfaction of the CAC.
- B. Polyethylene barriers shall be removed from walls, ceilings, and floors, maintaining decontamination enclosure systems and critical barriers over doors, window, etc. as required.
- C. The Contractor and the CAC shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning and air monitoring requirements at no additional cost to Owner, until approved by the CAC.
- D. Upon approval by the CAC, Contractor shall remove remaining polyethylene sheeting, critical barriers, and decontamination unit, if applicable.
- E. Repair all areas of damage that occurred as a result of abatement activities at no additional cost to Owner.

3.6 ASBESTOS DISPOSAL PROCEDURES

- A. All friable and non-friable asbestos containing/contaminated waste shall be placed and stored in sealed and labeled containers and transported to a certified land fill pre-approved by the owner, for disposal.
- B. All friable ACM must be disposed of as required by the regulations by a certified waste hauler. ~~Waste haulers may require pre-approval by EASI.~~
- C. All asbestos waste manifests or non-hazardous material data forms shall be delivered to the CAC. Record keeping format shall utilize a chain of custody form which includes the names and addresses of the Generator (Owner), Contractor, Waste Hauler, pickup site, disposal site, the estimated quantity of the asbestos waste and the type of containers used. The forms shall be signed by the Owner's Representative.

3.7 ALTERNATE PROCEDURES

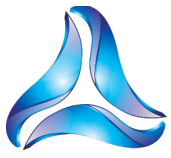


- A. If specified procedures cannot be utilized, a request shall be made in writing to the CAC providing details of the problem encountered and recommended alternatives.
- B. Alternative procedures shall provide equivalent or greater protection than procedures that are replaced.
- C. Any alternative procedure must be approved in writing by the CAC prior to the implementation of the procedure.

3.8 OWNER PERFORMED AIR SAMPLING AND TESTING

A. ASBESTOS RELATED:

1. Air monitoring will be conducted by the CAC on behalf of the Owner to verify that the building beyond the contamination area and the outside environment remains uncontaminated.
2. Background Air Monitoring: The CAC will conduct pre-abatement (background) air monitoring to determine ambient asbestos fiber levels prior to abatement. The analytical method for asbestos shall be Phase Contrast Microscopy (PCM) using the NIOSH 7400 Method.
3. Area Air Monitoring: The CAC will conduct in-progress air monitoring daily to determine area contaminant levels outside and inside of containment areas. The analytical method for asbestos shall be PCM using the NIOSH 7400 Method.
4. Environmental Air Sampling: On each shift environmental air samples (outside the containment) are taken and analyzed to indicate fiber migration from the containment area to the environment. Should any environmental sample exceed the asbestos base line of 0.01 f/cc as determined by PCM analysis, all work will be immediately halted except for corrective work. The CAC shall inspect and determine the source of the high fiber count and notify the contractor with directions for the appropriate corrective action. At the very least, all affected areas will be decontaminated by wet cleaning and HEPA vacuuming. Where necessary, the affected area will be sealed off by the construction of critical barriers.
5. Visual Clearance Inspection/Clearance Air Sampling:



- a. Following the completion of the asbestos abatement and clean-up operations, The CAC will perform a visual clearance inspection verifying the removal of ACMs/ACCMs as needed for the scope of work, prior to encapsulating activities.
- b. Final clearance air sampling will be conducted by the CAC and the analytical method shall be PCM using the NIOSH 7400 Method. All PCM air sample results must be below 0.01 f/cc, the USEPA's recommended re-occupancy level for unprotected workers. In the event final clearance air sampling does not pass, the cost of re-cleaning the work area and subsequent clearance testing shall be the responsibility of the contractor.

It is the contractor's responsibly to confirm the asbestos material quantities present prior to initiating renovation or demolition activities at the subject buildings. Should materials similar to those identified in this report, or other forms of suspect asbestos materials be present or identified, personnel should be instructed to immediately cease work activities which may initiate a fiber release episode, and notify the appropriate management personnel and the CAC. Suspect asbestos materials encountered during renovation or demolition activities that have not been assessed either may be assumed to be asbestos and handled accordingly, or may be sampled by the CAC and analyzed to assess whether they are asbestos.

Specification prepared for Lionakis by:

Jerry R. Sherman, LEED AP
Hazardous Materials Service Manager
Certified Asbestos Consultant #97-2324



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February 17, 2021

Jerry Robert Sherman

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please notify our office via U.S. Postal Service or other carrier of any changes in your mailing or work address within 15 days of the change.

Sincerely,

Jeff Ferrell
Senior Safety Engineer

Attachment: Certification Card

cc: File

Renewal - Card Attached (Revised 06/2020)

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Jerry Robert Sherman
Name



Certification No. 97-2324

Expires on 02/06/22

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Kirk J Hopka

Name

Certification No. **96:2078**

Expires on **11/08/21**



This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7100 et seq. of the Business and Professions Code.

TECHNICAL LEAD-RELATED CONSTRUCTION SPECIFICATION



TECHNICAL LEAD-RELATED CONSTRUCTION SPECIFICATION

PART 1 - GENERAL

1.1 PROJECT SITE

- A. The project site is identified as the Old Hospital at the future site of the Mono County Jail, 221 Twin Lakes Rd., Bridgeport, California. The subject site building is planned for demolition.

1.2 SCOPE OF WORK

- A. All work shall be supervised by experienced certified persons trained, knowledgeable and qualified in the techniques of lead removal, stabilization, and handling of lead-based paints (LBPs), lead waste, and lead-contaminated materials and the subsequent cleaning of lead contaminated areas.
- B. Contractor shall furnish all labor, materials, services, insurance (specifically covering the handling of lead waste), disposal of said waste, waste characterization of all potentially hazardous materials and equipment which is specified, shown or reasonably implied for the removal of all lead containing/contaminated materials from the buildings as specified, shown or reasonably implied on project drawings and documents.
- C. The Group Delta Survey Report is included as Appendix A. The work includes, but is not limited to, the removal, handling, waste characterization, disposal and/or stabilization of the following hazardous materials:

Table 1 of 1

Sample #	Location	Component	Color	Substrate	Condition	mg/cm2	Quantity
11	Exterior North loading dock	Bollard	Yellow	Metal	Intact	2.6	4 EA
55	Bathroom	Oversize toilet	White	Porcelain	Intact	3.9	10 EA
59	Nurses shower area	Wall tile	Pink	Ceramic	Intact	7.8	1700 SF



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60	Nurses shower area	Wall tile	Red	Ceramic	Intact	8.6	300 SF
62	X-ray Room	Wall lead shield	White	Metal	Intact	1.2	1000 SF
64	X-ray Room	Wall lead shield	White	Metal	Intact	2.9	500 SF
67	Bathroom	Sink	White	Porcelain	Intact	20.4	20 EA
73	Work room	Double sink	White	Porcelain	Intact	18.4	10 EA
88	Patient bathroom West side	Ceiling	White	Ceramic	Intact	11.3	500 SF
89	Patient bathroom West side	Wall tile	Beige	Ceramic	Intact	8.3	400 SF
90	Patient bathroom West side	Wall tile	Red	Ceramic	Intact	11.3	100 SF
96	Sheriff's shower	Wall tile	Pink	Ceramic	Intact	7.7	100 SF
97	Sheriff's shower	Wall tile	Red	Ceramic	Intact	8.5	40 SF
121	North east hall bathroom	Wall base	Beige	Ceramic	Intact	8.9	40 SF
122	North east hall bathroom	Wall base	White	Ceramic	Intact	6.3	40 SF
152	Lobby bathrooms	Wall tile	Beige	Ceramic	Intact	9.6	550 SF
164	Exterior North	Generator	Green	Metal	Fair	2.8	2 EA

At present there is no state or federal regulation requiring mandatory lead removal or abatement prior to disturbance or demolition of structures with identified lead materials. However, there are applicable Cal/OSHA worker protection and training requirements; California Environmental Protection Agency



(Cal/EPA) waste disposal requirements, California Department of Public Health (CDPH) requirements for public and residential buildings, and Senate Bill (SB) 460 lead hazard regulations that apply to lead-related construction activities, abatement activities and their associated wastes. The following is a brief discussion and summary of applicable regulatory requirements:

- **Cal/OSHA:** Title 8, California Code of Regulation (CCR), Section 1532.1 (8 CCR 1532.1) governs occupational exposure to lead. This regulation requires that prior to initiation of certain activities, referred to as “trigger tasks”, workers must be trained, medically evaluated, and properly fitted with respiratory protection, and protective clothing until statistically reliable personal eight-hour time weighted average (TWA) results indicate lead exposure levels below the Personal Exposure Limit (PEL) for each unique task which disturbs lead-based and lead-containing coatings. This process is known as a Negative Exposure Assessment or NEA. If the result of the exposure assessment is above the Action Level (AL) additional monitoring is required and if the result is above the PEL additional exposure monitoring, worker protection (including respirator protection and PPE), training and medical requirements apply. However even where the NEA criteria is met, certain hazard communication training and work practice controls still apply where lead is disturbed.

“Trigger tasks” are tasks that are assumed to exceed the PEL pending an exposure assessment and they encompass the majority of construction activities that disturb surface coatings. Examples of “trigger” tasks range from manual paint scraping as a lower expected exposure up to hot work and abrasive blasting as the highest expected exposures, and include any non-listed task that the employer determines may potentially expose employees to lead levels above the AL.

NOTE – “OSHA does not consider any method that relies solely on the analysis of bulk materials or surface content of lead (or other toxic material) to be acceptable for safely predicting employee exposure to airborne contaminants. Without air monitoring results or without the benefit of historical or objective data (including air sampling which clearly demonstrates that the employee cannot be exposed above the action level during any process, operation, or activity) the analysis of bulk or surface samples cannot be used to determine employee exposure.” OSHA Standard Interpretation 5/8/2000.

Furthermore, OSHA states that these rules apply to “any detectable concentration of lead” without a specified detection level. Due to the Consumer Product Safety Commission currently allowing paint to contain up to 90 parts per million (ppm) of lead, the variation of lead content due to aging and weathering, and the variation of detection limits associated with both paint chip and x-ray fluorescence (XRF) analysis, it is recommended that all painted or coated surfaces be treated as potentially containing lead. Clearly, positive analytical results by either method can be used to indicate that detectable lead is present but negative results cannot be interpreted as conclusively demonstrating the absence of lead. Analytical data of bulk paint/coating materials or surface content (by XRF) of lead can be helpful in evaluation of lead-related environmental risks



in general but cannot be used to calculate worker exposures and are not a substitute for employee exposure monitoring.

As a result of the above, any employee that works around potential lead-based or lead-containing coatings must have HAZCOM training and personal exposure air monitoring is additionally required for employees that disturb such coatings. Significant additional certification, notification, and work practices are required for materials found to be “lead-based”.

- Any welding, cutting or heating of metal surfaces containing surface coatings should be conducted in accordance with 29 CFR 1926.354 and 8 CCR 1537. These regulations require surfaces covered with toxic preservatives, and in enclosed areas, be stripped of all toxic coatings for a distance of at least 4 inches, in all directions, from the area of heat application prior to the initiation of such heat application.
- **Cal/EPA** through the Division of Toxic Substance Control (DTSC) regulates disposal of lead hazardous waste (Title 22 Division 4.5, Environmental Health Standards for the Management of Hazardous Waste). DTSC has issued guidance indicating that architectural debris with intact lead paint is normally expected to be handled as general construction waste. However, waste stream segregation and analysis is still required for all paint or coating debris regardless of if the paint or coating is intact on a building component or not. The resulting wastes may be hazardous under California and federal RCRA standards for lead and therefore require proper handling, packaging, labeling, and transportation under a proper manifest to a permitted hazardous waste storage, treatment and disposal facility.
- **CDPH:** The California Department of Public Health (CDPH) has specific requirements (Title 17 Sections 35001 thru 36100 et. al.) for hazard assessment and work in public or residential structures. These regulations require special certifications, work practices, and notification for such activities.
- **Senate Bill 460 (SB 460):** An act to amend Section 1941.1 of the Civil Code, and to amend Sections 17961, 17980, and 124130 of, and to add Sections 17920.10, 105251, 105252, 105253, 105254, 105255, 105256, and 105257 to, the Health and Safety Code, relating to lead abatement. This bill allows for fines and criminal penalties to be levied on any person who is found to have performed lead abatement without containment or created a measurable lead hazard based upon current CDPH standards. The testing for this determination can be initiated by any local or state building inspector, health department inspector, or other designated state or local official. A determination of a lead hazard is not solely based upon the lead content of the paint or coating and can be the result of the disturbance of such materials with low concentrations of lead.

Written notification to Cal/OSHA must be accomplished should LBP activities involve more than 100 square or linear feet of removal in accordance with the requirements of 8 CCR 1532.1. Proper written



notification to CDPH may be required, depending upon the nature of the activity.

Proper waste characterization and disposal of lead-containing materials and lead-contaminated debris should be conducted in accordance with Title 22 of the California Code of Regulations and the California Health and Safety Code, Section 25157.8.

D. Other items of work shall include:

1. Contractor shall provide OSHA required lead personal exposure air monitoring and applicable compliance requirements as identified in Title 8 CCR 1532.1 and 17 CCR 35001-36100.

1.3 REFERENCES

A All work shall conform to the standards set by applicable Federal, State, and local laws, regulations ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations. General - Codes, regulations and references applicable to lead removal, abatement or stabilization work include, but are not limited to the following:

1. American National Standards Institute (ANSI) publications;
 - Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust Systems.
 - Z87.1-2003 Occupational and Educational Eye and Face Protection.
 - Z88.2-92 Practices for Respiratory Protection.
 - Z89.1-86 Requirements for Protective Headgear for Industrial Workers.
 - Z41-91 Personal Protection - Protective Footwear.
 - Z88.6-84 Respiratory Protection - Respiratory Use Physical Qualifications for Personnel.
2. American Society for Testing and Materials (ASTM) publications;
 - D1331-89 Surface and Interfacial Tensions of Solutions of Surface-Active Agents.
3. Code of Federal Regulations (CFR);
 - 29 CFR 1910.12 Construction Work.
 - 29 CFR 1910.134 Subpart I, Personal Protective Equipment.
 - 29 CFR 1910.145 Specifications for Accident Prevention Signs and tags.
 - 29 CFR 1910.1025 Lead, General Industry.
 - 29 CFR 1910.1020 General Safety and Health Provisions Access to Employee Exposure and Medical Records.



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29 CFR 1910.1200 Hazard Communication
29 CFR 1926.55 Gases, Vapors, Fumes, Dusts and Mists
29 CFR 1926.62 Lead – Construction Industry
40 CFR 61 Subpart A and Subpart M, USEPA, National Emission Standards for Hazardous Air Pollutants (NESHAPS).

4. Compressed Gas Association, Inc.:
G-7.1 Commodity Specification for Air (1990).
5. National Fire Protection Association (NFPA):
No. 70.1984 National Electrical Code.
6. Underwriters Laboratories (UL), Inc.
UL 586-96 (R1996) Test Performance of High Efficiency Particulate Air (HEPA) Filter Units (8th Ed.; Rev. 1996).
7. National Institute for Occupation Safety and Health (NIOSH):
4th. Ed., Vol. 1, Manual of Analytical Methods, Method 7400 Fibers.
8. California Code of Regulations (CCR):
Title 8, Section 1532.1 Lead in the Construction Industry
Title 8, Section 5216 General Industry Safety Orders, Lead Regulations.
Title 17 Sections 35001-36100 Accreditation, Certification and Work Practices for Lead Based Paint and Lead Hazards
Title 22, Division 4, Minimum Standards for Management of hazardous and extremely hazardous waste.
9. Local Air Pollution Control District
10. Other Local Regulations

In addition to any detailed requirements of the Specification, the Contractor shall at his own cost and expense comply with all laws, ordinances, rules, regulations, and guidelines of Federal, State, regional, and local authorities regarding handling and storing of lead waste material.

All regulations by the above and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited Federal, State, or local regulations or guidelines, the more restrictive or stringent requirements shall prevail. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the Contractor's responsibility to know, understand, and abide by all such regulations, guidelines, and common practices.



1.4 WORK TO BE PERFORMED BY OTHERS

A. Owner will determine work to be performed by others.

1.5 RESPONSIBILITIES OF THE OWNER

A. The Certified Lead-Related Project Monitor for the Owner will provide lead removal and stabilization oversight, contractor observation, related monitoring, related testing and analysis, visual inspection, and clearance sampling associated with lead removal and stabilization activities.

B. The Owner will pre-approve the Contractor's selection of a landfill for the disposal of lead containing and contaminated waste.

C. The Owner will provide water.

D. The Owner will provide electrical power.

1.6 REQUIRED LICENSURE

A. Contractor shall be licensed by the State of California, Contractors State License Board.

B. Subcontractors shall hold all licenses applicable to specified trade work.

C. Contractor employees shall hold applicable CDPH certifications.

1.7 PERMITS

A. Proper permits shall be in place as required by other agencies governing demolition, renovation and/or removal.

1.8 NOTIFICATIONS

A. Contractor shall make all required written notifications to regulatory agencies including the following:

1. California Occupational Safety and Health Administration
2. California Department of Public Health - Childhood Lead Poisoning Prevention Branch



1.9 INSURANCE REQUIREMENTS

A. As required by Owner.

1.10 BONDING REQUIREMENTS

A. As required by Owner.

1.11 PROJECT SCHEDULE

A. Work hours will be determined by the Owner and the contractor.

B. If Contractor elects to work in excess of the aforementioned work hours and days and Owner concurs, Contractor shall pay for monitoring, as required, performed by the Certified Lead-Related Project Monitor, associated with the additional hours, including testing, laboratory analysis and project related expense.

C. The Contractor shall start work and complete work on the following dates, as defined by the Owner:

1. SUBMITTAL DUE DATE - TO BE DETERMINED

2. START DATE - TO BE DETERMINED

3. COMPLETION DATE - TO BE DETERMINED

D. For the purposes of this Work Plan "submittal due date" shall mean the day on which submittals required by Article 1.14 shall be received by the Certified Lead-Related Project Monitor "start work" shall mean the day Contractor arrives on the project site, and "complete work" shall mean the day Contractor leaves the project site including final clearance testing and demobilization.

1.12 PROCEDURES

A. Contractor shall perform all Work in compliance with the most recent edition of all applicable Federal, State, and local regulations, standards and codes governing lead abatement.

1. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

B. Regulations, Standards, and Codes (General):



1. General applicability of Federal, State, and local regulations, standards and codes governing lead abatement, except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable regulations, standards, and codes have the same force and effect and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith.
 2. Cal-OSHA, Title 8 of the California Code of Regulations, Section 1532.1 and Title 17 of the California Code of Regulations, Sections 35001-36100, shall apply to LBP removal activities, respectively, and shall have the same force and effect and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith.
- C. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The contractor is responsible for providing training, medical examinations and maintaining training/medical records of personnel as required by the applicable federal, state, and local regulations. The Contractor shall hold the Owner and the Certified Lead-Related Project Monitor harmless for failure to comply with any applicable lead abatement, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

1.13 SUBMITTALS

- A. PRIOR to commencement of work, the Contractor shall submit two (2) copies to the Owner and the Certified Lead-Related Project Monitor of documentation for approval that includes, without limitation, the following:
1. Submit copies of licenses and registrations required including subcontractor's licenses.
 2. Submit copies of written notification to the following regulatory agencies:
 - a. California Division of Occupational Safety and Health.
 - b. California Department of Public Health - Childhood Lead Poisoning Prevention Branch
 3. Submit proof of insurance coverage required including proof of insurance for subcontractors.
 4. Submit proof of legal right to use patented equipment or processes.



5. Manufacturer's certification that HEPA vacuums, differential pressure air filtration devices and other local exhaust ventilation equipment conform to ANSI Z9.2-79.
6. Prior to the start of work, the Contractor shall submit to the Certified Lead-Related Project Monitor, for approval, a site-specific work plan detailing paint film stabilization (PFS) and related removal methods to be utilized and measures to prevent the release of lead contaminated materials to soil, water, air, and other environmental media.
7. Submit full manufacturers' product data and material safety data sheet for all chemical products to be used on site.
8. Submit a construction schedule indicating milestones and dates of completion for each phase of the Work. Submit the schedule to Owner Project Manager or their representative prior to the Pre-Construction Meeting.
9. Submit documentation that Contractor's employees performing PFS, removal, disposal, and air sampling operations have received training in accordance with 8 CCR 1532.1 and 17 CCR 35001-36100.
10. Submit documentation from Physician that all employees or agents who may be exposed to airborne lead in excess of background levels have received medical surveillance in accordance with 8 CCR 1532.1 to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the workplace environment (e.g. high temperatures, humidity, chemical contaminants) that may impact on the employee's ability to perform work activities.
11. Submit documentation from a Physician that all employees or agents who may be exposed to lead contaminated dust have received a comprehensive medical examination as required by 29 CFR 1926.62 and Title 8 CCR 1532.1. In addition, the Contractor is to provide Blood Lead Tests on each employee within a two-week period prior to the commencement of said work and within a two-week period of the completion of this project.
12. Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be in accordance with qualitative procedures as required by Title 8 CCR 1532.1 regulations or be qualitative in nature and conducted at least annually.
13. Submit an emergency preparedness plan as required by Article 1.17 - Emergency Planning.



- B. During abatement activities, Contractor shall submit to the Certified Lead-Related Project Monitor documentation that includes, without limitation, the following:
1. Submit copies of the work area entry/exit log book. Log book must record name, affiliation, time in, and time out for each entry into the work area.
 2. Submit copies of logs documenting filter changes on respirators, HEPA vacuums, water filtration device, and other engineering controls.
 3. Submit copies of Material Safety Data Sheets (MSDS) for solvents, encapsulants, wetting agents and replacement materials, as necessary.
 4. Submit and post on site (within 48 hours) results of all required OSHA air monitoring.
 5. Submit copies of all accident/incident reports where injury or damage has occurred on or to the Owner's property.

1.14 NOTICES

- A. Post in the clean room area of the worker decontamination enclosure a list containing the names, and telephone numbers of the Owner's Project Manager and the Certified Lead-Related Project Monitor.
- B. Post in the clean room area of the worker decontamination enclosure, or other approved prominent location, a list of all persons authorized to enter the work area.
- C. Additional postings shall include:
1. Visitor Entry and Exit Log.
 2. Employee Daily Sign in Log.
 3. Entry and Exit Procedures.
 4. Emergency Procedures.
 5. As required by the Department of Labor.
 6. Cal/OSHA Lead Notification form.

1.15 SITE USE AND SECURITY



- A. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond which areas on which work is indicated are not to be disturbed.
- B. The work area shall be restricted only to authorized, trained and protected personnel, including Contractor, Contractor's employees, Owner's employees, the Certified Lead-Related Project Monitor, Federal, State, and Local inspectors.
- C. Entry into the work area by unauthorized individuals shall be reported immediately to the Consultant.
- D. Contractor shall be responsible for project site security during abatement operations in order to protect work efforts and equipment. Contractor shall remove and clean areas prior to leaving the site each day. Contractor is responsible for any containment or equipment left beyond the scheduled shift. Contractor will secure the site beyond the scheduled shift if materials are left by either erecting a security fence or providing 24-hour site supervision.

1.16 EMERGENCY PLANNING

- A. Emergency planning and procedures shall be developed by Contractor prior to abatement initiation.
- B. Emergency procedures shall be in written form and prominently posted. Contractor shall ensure that all persons entering the work area read these procedures and understand the Project site layout, location of emergency exits and emergency procedures.
- C. Emergency planning shall include considerations of fire, explosion, electrical hazards, slips, trips and falls, confined spaces, earthquakes and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided by Contractor.
- D. Employees shall be trained in evacuation procedures in the event of work place emergencies.
 - 1. For non-life-threatening situations, employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the work place to obtain proper medical treatment.
 - 2. For life-threatening injury or illness, worker decontamination shall take least priority. After measures to stabilize the injured worker, remove him from the work place and secure proper medical treatment.
 - a. Telephone numbers of all emergency response personnel shall be prominently posted in the clean and equipment rooms.



1.17 FIRE PROTECTION

- A. All plastic, spray-on strippable coatings, and structural materials used in the lead abatement process shall be UL approved and certified as fire retardant or noncombustible.
- B. Wood shall be pressure treated and certified as fire retardant.
- C. Material Safety Data Sheets (MSDS) for fire retardant materials shall be made available upon request.
- D. All combustible rubbish and debris, including properly bagged lead associated waste shall be properly disposed of at the end of each working day.
- E. A minimum of one (1) 4A/60BC dry-chemical extinguisher shall be maintained at the entrance to the work area and inside the work area as needed.
 - 1. Contractor shall ensure that on site personnel are aware of the location and proper use of all extinguishers and other fire/life safety equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Contractor shall carefully adhere to the following:
 - 1. All plastic, spray-on strippable coatings and structural materials used shall be UL certified as fire retardant or non-combustible.
 - 2. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand name (where applicable).
 - 3. Polyethylene sheeting utilized for worker decontamination and barriers shall be black or opaque in color and shall be a minimum of 6 mil. thick.
-
- 4. Disposal bags shall be doubled 6-mil. polyethylene, pre-printed with labels as required by 8 CCR Section 1532.1, and if applicable 22 CCR Section 66504.
 - 5. Stick-on labels as per the Environmental Protection Agency (EPA), Department of Transportation (DOT) and the Cal/OSHA requirements for disposal drums.
 - 6. Warning signs as required by CAL-OSHA shall be utilized at each regulated work area.



7. Postings at all entrances to the structure(s) undergoing disturbance of lead-based or lead containing paint as per Title 17 CCR 35001-36100.

B. Lead Removal:

1. Furnish all MSDS sheets for applicable materials. Non-phosphate based cleaning agents, such as "Lead Dissolve", shall be used for clean-up applications.

2.2 EQUIPMENT

A. General:

1. Respirators shall be furnished to the abatement workers by Contractor. The respirators shall have been tested and approved by National Institute of Occupational Safety and Health (NIOSH) for use in lead-contaminated atmospheres.
2. Contractor shall provide full body disposable protective clothing, including head, body, and foot coverings to all workers and visitors working in and/or inspecting the work area where exposure to lead dust may exist, in sizes adequate to accommodate movement without tearing.
3. Additional safety equipment (e.g. hard hats, eye, safety, and disposable gloves), as necessary, shall be furnished to all workers and authorized visitors and shall comply with 8 CCR 1500-1938 and 3300-3416.
4. Non-skid footwear shall be worn by all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
5. Furnish a sufficient supply of disposable mops, rags, and sponges for work area decontamination.

B. Removal:

1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be furnished as needed.
2. Rubber dustpans and rubber squeegees shall be furnished for cleanup.
3. Brushes utilized for removing loose lead containing material shall have nylon or fiber bristles, not metal.
4. A sufficient supply of HEPA filtered vacuum systems shall be furnished during cleanup.



- C. Encapsulation: Encapsulants shall be sprayed using airless spray equipment or hand pressurized sprayer. All encapsulants must be compatible with new paint and must form a sealable bond between the two.
- D. Enclosure: Powered tools equipped with HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports if there is any need to disturb lead-containing materials during this process. As an alternative, lead material may be partially removed following controlled removal procedures approved by the Owner or their representative.

PART 3 EXECUTION

3.1 REMOVAL PREPARATION

- A. All lead abatement workers shall be provided with the following:
 - 1. A clean changing area.
 - 2. Wash basins equipped with soap, clean water and towels.
 - 3. Proper respiratory protection.
 - 4. Training on proper techniques in decontamination and personal hygiene requirements.
 - 5. Training on the health hazards of lead exposure including ingestion of lead-contaminated food.
- B. Preparation for Interior Operations:
 - 1. Provide warning/danger signs and required postings at all approaches to lead control areas and entrances to the structures, respectively. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Signs shall comply with the requirements of 8 CCR 1532.1 and 17 CCR 35001-36100.
 - 2. Pre-clean areas around loose or peeling paint using a HEPA-filtered vacuum and/or wet cleaning (with non-phosphate detergents) as appropriate. Contractor shall not use any methods that would raise dust such as dry sweeping or otherwise disturb LBP during the pre-cleaning phase.
 - 3. Cover floors directly underneath areas scheduled for removal with polyethylene sheeting.



- a. Floor shall be covered with one layer of 6-mil (minimum) sheeting extending at least five (5) feet in each direction from the area of removal.

C. Exterior Preparation:

1. Set up a lead control area by cordoning abatement area off with warning tape bearing bold, 2-inch lettering stating the following: "CAUTION-LEAD HAZARD-DO NOT ENTER WORK AREA UNLESS AUTHORIZED".
2. Install remote worker decontamination unit described in Article 3.6 or as agreed upon with the Owner or their representative.
3. Lead Abatement Handlers shall don personnel protective equipment as required in Article 2.2 - Equipment.
4. Pre-clean all vertical and horizontal surfaces within the work area using a HEPA-filtered vacuum and/or wet cleaning (with non-phosphate detergents) as appropriate. Work area includes, but is not limited to the exterior of the building and the interior of all windows and associated areas under the interior polyethylene. Contractor shall not use any methods that would raise dust such as dry sweeping or otherwise disturb LBP during the pre-cleaning phase.
5. HEPA vacuum all surfaces below for a distance of three feet in all directions from the intended building component on which removal is to be conducted, removing all pre-existing paint debris.
6. Place 6-mil. Polyethylene sheeting on the ground attached to the foundation, or the exterior floors (i.e., deck or porch) when applicable.
7. Extend plastic sheeting at least ten (10) feet out from the foundation for a single story and an additional one (1) foot per foot above 10 feet being abated.
8. Weight down the polyethylene sheeting at the foundation, and along all edges and seams.
9. Do not perform exterior removal on days when the constant wind speed is 20 miles per hour or over. If the removal procedure is producing dry waste in which visible movement along polyethylene sheeting is evident erect vertical shrouds around the perimeter of the work area.
10. Perform removal activities in accordance with Article 3.2 - LBP REMOVAL PROCEDURES.

3.2 LBP REMOVAL PROCEDURES



- A. Prior to the start of work the Contractor shall submit to the Owner or their representative, for approval, a site specific work plan detailing LBP removal methods to be utilized and measures to prevent the release of lead contaminated materials to soil, water, air, and other environmental media as required in Article 1.14 - Submittals.
- B. LBP shall be stabilized via removal on all surfaces using methods that reduce the amount of airborne lead particulates generated and the amount of waste for disposal.
- C. For health and safety reasons the following LBP removal methods shall not be used:
 - 1. Chemical removal methods that produce liquid waste that is regulated under present United States Environmental Protection Agency, RCRA, state and local hazardous waste regulations, unless approved by the Owner.
 - 2. Burning of lead-based paint with an open flame torch, or equivalent method that will generate airborne lead fumes/particles.
 - 3. Dry sanding lead-based paint with an abrasive electric or air-powered sander without HEPA vacuum filtration equipment.
 - 4. Uncontained water blasting.

3.3 LEAD WASTE HANDLING PROCEDURES

- A. Maintain surfaces within the lead control area free of accumulations of paint chips and dust. Restrict the spread of dust and debris; keep waste from being distributed over the work area. Do not dry sweep or use compressed air to clean up the area. At the end of each work shift and when the lead removal operation has been completed, clean the area of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner and/or wet mopping the area.
- B. All disposable personal protective equipment, respirator cartridges, and HEPA vacuum filters shall be disposed of upon completion of the work shift and when the lead removal operation has been completed.
- C. All removed LBP, lead-contaminated clothing and equipment, and lead-containing dust/debris shall be placed into a United States Department of Transportation 49 CFR 178 approved 55-gallon drum.
 - 1. Waste streams shall be segregated for required disposal testing. Contractor is responsible to test said materials in accordance with all Federal, State and local laws. Contractor must



separate non-hazardous waste from hazardous waste. Contractor is to test all wastewater prior to release into the sanitary storm drain in accordance with local and State water standards. The Certified Lead-Related Project Monitor must be notified in writing at least 48 hours in advance of testing, so testing can be verified. A copy of the test results shall be sent to Owner and the Certified Lead-Related Project Monitor prior to waste removal.

- D. Properly label each drum to identify the type of waste per 49 CFR 172 and the date lead-contaminated wastes were first put into the drum.
- E. The Contractor shall make provisions for the safe storage of waste on site for waste characterization and eventual disposal. For health and safety reasons, waste storage areas must be treated as lead control areas with restricted access.
- F. All lead waste or lead-contaminated waste shall be characterized by performing Total Threshold Level Limit Concentration (TTL), Soluble Threshold Limit Concentration (STLC) and/or Toxicity Characteristic Leaching Procedure (TCLP) tests prior to disposal. STLC or TCLP results indicating 5 parts per million or more shall be disposed of as (RCRA) regulated hazardous waste. Lead waste characterization and disposal shall be the responsibility of the Contractor.

3.4 LEAD WORK AREA CLEAN UP PROCEDURE

- A. After all work activities on the LBP have been completed from the specified building components, the Contractor shall clean all identified surfaces and remove any "settled" lead dust/debris. The following procedures shall be used:
 - 1. HEPA vacuum all surfaces in the work area including woodwork, walls, windows, window wells, and floors.
 - 2. Wash all surfaces in the work area with a solution containing non-phosphate detergents. Prepare solution using hot water. Workers shall use towels, sponges, and mops to clean all surfaces including all areas that had been covered with polyethylene sheeting. Cleaning shall start at the ceiling and work down to the floors. Mix up a new cleaning solution frequently so it remains relatively clean.
 - 3. Discard all items used for cleaning (towels, sponges, rags, mop heads, etc.) in a plastic bag for later disposal into steel drums.
 - 4. After the surfaces have dried, HEPA vacuum all surfaces a second time until no dust or residue can be seen.



3.5 FINAL INSPECTION

- A. The following two inspections shall be performed by the Certified Lead-Related Project Monitor with the assistance of the Contractor:
1. A visual inspection after all LBP work is completed. This inspection will determine that all required surfaces have been properly removed and/or stabilized. The inspection will occur at a minimum of 24 hours after all wet methods have been used to assure that delamination caused by the water has not occurred.
 2. After the final cleanup of the work areas a visual inspection and dust-wipe clearance sampling will be conducted.
 3. Dust-wipe clearance criteria:
 - a. Interior Floors = 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$)
 - b. Interior Window Surfaces/Sills = 100 $\mu\text{g}/\text{ft}^2$
 - c. Exterior Horizontal Window Troughs and Floors = 400 $\mu\text{g}/\text{ft}^2$

3.6 LEAD WORKER DECONTAMINATION SYSTEMS

- A. Worker decontamination enclosure systems shall be provided for all locations where workers will enter or exit the work area. As a minimum, one system at a single location is required.
- B. Worker decontamination enclosure systems constructed at the Project site shall utilize 6-mil. black or opaque polyethylene sheeting, or other approved materials for privacy.
- C. Alternate methods of providing Decontamination facilities may be submitted to the Owner for approval. Do not proceed with any such method(s) without the written authorization of the Certified Lead-Related Project Monitor.
1. Prior to the receipt of negative exposure assessments as required in 8 CCR 1532.1, the worker decontamination enclosure system shall consist of at least a clean room, wash room, and an equipment room, each separated from the other and from the work area by airlocks.
 2. Clean rooms shall be sized to adequately accommodate the work crew. Space for storing respirators shall be provided in this area. Clean work clothes, clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A location for posting notices shall also be provided in this area.



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3. Wash room shall contain one or more washbasins as necessary to adequately accommodate workers. An adequate supply of soap, shampoo and towels shall be supplied by Contractor and available at all times.
4. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for filtration equipment, extra tools, containers or surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A walk-off pan (a small children's swimming pool or equivalent filled with water shall be located in the room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A drum lined with a labeled 6-mil. polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear shall be stored in this area for reuse the following workday.

3.7 ALTERNATE PROCEDURES

- A. If specified procedures cannot be utilized, a request shall be made in writing to the Certified Lead-Related Project Monitor providing details of the problem encountered and recommended alternatives.
- B. Alternative procedures shall provide equivalent or greater protection than procedures that are replaced.
- C. Any alternative procedure must be approved in writing by the Certified Lead-Related Project Monitor prior to the implementation of the procedure.

3.8 OWNER PERFORMED SAMPLING AND TESTING

- A. The Owner and the Certified Lead-Related Project Monitor may, at its discretion, perform environmental air, soil, and dust-wipe sampling for lead. Contractor shall control lead levels outside the work boundary or lead control area so that the airborne lead level, soil levels, and ground surface levels does not exceed established background levels.

3.9 OSHA PERSONNEL AIR MONITORING

- A The contractor is responsible for providing daily OSHA compliance monitoring as required by 29 CFR 1926.62 and 8 CCR 1532.1.
 1. At minimum, Contractor shall conduct breathing zone personal air monitoring of each and every different job category/task (i.e. preparation, wet scraping, feathering, priming,



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clean-up, etc.) Breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 6 to 9 inches from the center at the nose or mouth of an employee.

2. Monitoring shall be conducted by a qualified professional experienced and knowledgeable about the methods of air monitoring and in accordance with 29 CFR 1926.62 and 8 CCR 1532.1.
3. Monitoring results and appropriate laboratory analysis reports shall be submitted to the Owner and the Certified Lead-Related Project Monitor within forty-eight (48) hours of the monitoring work.

It is the contractor's responsibly to confirm the hazardous material quantities present prior to initiating renovation or demolition activities at the subject buildings. Should materials similar to those identified in this report, or other forms of suspect hazardous materials be present or identified, personnel should be instructed to immediately cease work activities which may initiate a fiber release episode and notify the appropriate management personnel and the Certified Lead-Related Project Monitor. Suspect hazardous materials encountered during renovation or demolition activities that have not been assessed either may be assumed to be hazardous and handled accordingly or may be sampled by the Certified Lead-Related Project Monitor and analyzed to assess whether they are hazardous.

Specification prepared and reviewed for the Grossmont Union High School District by:

Kirk Hopka
Hazardous Materials Project Manager
CDPH Lead I/A, P/M #LRC00004527, LRC00004526

Jerry R. Sherman, LEED AP
Hazardous Materials Service Manager
CDPH Lead Inspector-Assessor #LRC00004015



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Kirk Hopka

CERTIFICATE TYPE:

Lead Inspector/Assessor
Lead Project Monitor

NUMBER:

LRC-00004527
LRC-00004526

EXPIRATION DATE:

1/31/2022
1/31/2022

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Jerry Sherman

CERTIFICATE TYPE:

Lead Inspector/Assessor

NUMBER:

LRC-00004015

EXPIRATION DATE:

1/7/2022

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at [***.cdph.ca.gov/programs/clppb_or_calling \(800\) 597-LEAD](http://***.cdph.ca.gov/programs/clppb_or_calling_(800)_597-LEAD).

TECHNICAL UNIVERSAL, REGULATED AND HAZARDOUS WASTE ABATEMENT
SPECIFICATION



UNIVERSAL, REGULATED AND HAZARDOUS WASTE REMOVAL SPECIFICATION

PART 1 - GENERAL

1.1 PROJECT SITE

- A. The project site is identified as the Old Hospital at the future site of the Mono County Jail, 221 Twin Lakes Rd., Bridgeport, California, California. The subject site building is planned for demolition.

1.2 SCOPE OF WORK

- A. All work shall be supervised by experienced persons trained, knowledgeable and qualified in the techniques of URHW material abatement and the handling of associated waste and contaminated materials and the subsequent cleaning of the contaminated areas.
- B. Contractor shall furnish all labor, materials, services, insurance (specifically covering the handling and transportation of hazardous material), and equipment which is specified, shown or reasonably implied for the removal, transport, and disposal of the following materials from the building locations as indicated (all quantities are approximate):

UNIVERSAL, REGULATED AND HAZARDOUS WASTE (URHW)

This section applies to the removal of all URHW Rule items, such as fluorescent light fixture ballasts, non-incandescent lamps (fluorescent light tubes), emergency lights, mercury switches and thermostats, as well as other commonly encountered items, such as refrigerants and other URHW.

A. All fluorescent light fixtures to be disposed of shall be disassembled in a non-destructive manner. All fluorescent light tubes shall be removed intact, packaged, and disposed of in accordance with Title 22 of the California Code of Regulations, Sections 66243, et seq., and Sections 25157.8, et al, of the California Health and Safety Code.

B. Once fluorescent light tubes have been removed from light fixtures to be disposed of, ballasts shall be visually inspected. All ballasts which are not clearly marked "No PCBs" or "PCB Free" shall be assumed to contain PCBs, and shall be removed intact, packaged, and disposed of in accordance with Title 22 of the California Code of Regulations, Sections 66243, et seq., and Sections 25157.8, et al, of the California Health and Safety Code. Any ballasts which are observed to be leaking shall be containerized, and shall be disposed via incineration as per 40 CFR 761. All other ballasts may be incinerated or recycled, in accordance with 40 CFR 761. In spite of the small capacitor variance, land disposal of PCB-containing ballasts shall not be considered an acceptable disposal method, under any circumstances.



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C. Mercury switches identified in thermostat controls, thermometers and/or any other electrical switching equipment to be demolished shall be removed intact, packaged, and disposed of in accordance with Title 22 of the California Code of Regulations, Sections 66243, et seq., and Sections 25157.8, et al, of the California Health and Safety Code. The Owner’s preferred method of disposal shall be recycling.

D. All identified refrigerants shall be collected and disposed of in accordance with all applicable GBUAPCD and federal EPA guidelines. The Owner’s preferred method of disposal shall be recycling.

E. All other URHW wastes shall be removed intact, where feasible, and shall be packaged and disposed of in accordance with Title 22 of the California Code of Regulations, Sections 66243, et seq., and Sections 25157.8, et al, of the California Health and Safety Code.

F. Contractor shall utilize employees with HAZWOPER training, as outlined in 29 CFR 1910.120 and 8 CCR 5192, when handling all URHW, including fluorescent light ballasts and tubes, mercury switches and thermometers, refrigerants, batteries, and the like.

G. Contractor shall furnish all labor, materials, services, insurance (specifically covering the handling and transportation of a URHW), and equipment which is specified, shown or reasonably implied for the removal, transport, and disposal of the hazardous materials identified.

All URHW shall be containerized as appropriate and disposed of in a manner that satisfies the requirements for waste characterization and disposal in accordance with the requirements of Title 22 of the California Code of Regulations, Sections 66243, et seq., and Sections 25157.8, et al, of the California Health and Safety Code.

Contractor shall submit a work plan for the removal, handling, and disposal of all URHW materials, including but not limited to fluorescent light ballasts and tubes, mercury switches, refrigerants, batteries, and potentially radioactive smoke detector or exit sign sources

Table 1 of 1

LOCATION	Universal, Regulated and Hazardous Waste (URHW)	APPROXIMATE QUANTITY
Old Hospital Building - Throughout	Fluorescent Light Tubes (Mercury)	400
Old Hospital Building - Throughout	FLT Ballasts (PCBs)	160



LOCATION	Universal, Regulated and Hazardous Waste (URHW)	APPROXIMATE QUANTITY
Old Hospital Building - Throughout	Smoke alarms	25
Old Hospital Building - Throughout	Emergency lights	1
Old Hospital Building - Throughout	Metal halide and halogen lights	4
Old Hospital Building - Throughout	Thermostat switches (Mercury)	4
Old Hospital Building - Throughout	A/C units (Freon)	4
Maintenance Building - Throughout	Fluorescent Light Tubes (Mercury)	20
Maintenance Building - Throughout	FLT Ballasts (PCBs)	6
Maintenance Building - Throughout	Televisions	2
Maintenance Building - Throughout	Generators	2
Maintenance Building - Throughout	Direct TV dish	1
Maintenance Building - Throughout	Satellite dish	1

At no time should the identified URHW be disturbed by untrained personnel. These materials should be removed prior to any activities which will impact these materials.

1.3 WORK TO BE PERFORMED BY OTHERS

- A. Owner will determine work to be determined by others.

1.4 RESPONSIBILITIES OF THE OWNER

- A. An independent Consultant for the Owner will provide removal oversight, contractor observation, and visual inspection, associated with the URHW removal activities.
- B. The Owner will pre-approve the contractor’s selection of a landfill for the disposal of contaminated waste.

1.5 REQUIRED LICENSURE



- A. The Contractor shall be licensed by the State of California, Contractors State License Board.

The Owner reserves the right to approve all waste haulers.

- B. Subcontractors shall hold all licenses applicable to specified trade work.

1.6 PERMITS

- A. Proper permits shall be in place as required by other agencies governing demolition, renovation and/or abatement.

1.7 NOTIFICATIONS

- A. Contractor shall make all required written notifications

1.8 INSURANCE REQUIREMENTS

- A. Owner will determine insurance requirements.

1.9 PROJECT SCHEDULE

- A. All work shall be performed as determined by the Owner.
- B. The Contractor shall start work and complete work on dates as defined by the Owner:

1.10 PROCEDURES

-
- A. Contractor shall perform all Work in compliance with the most recent edition of all applicable federal, state, and local regulations, standards and codes governing URHW, transport, and disposal.

- 1. Requirements may include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

- B. Regulations, Standards, and Codes (General):

- 1. General applicability of federal, state, and local regulations, standards and codes governing URHW abatement, demolition, transport and disposal, except to the extent that more explicit or more stringent



requirements are written directly into the contract documents, all applicable regulations, standards, and codes have the same force and effect and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith.

- C. **Contractor Responsibility:** The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The contractor is responsible for providing training, medical examinations and maintaining training/medical records of personnel as required by the applicable federal, state, and local regulations.

The Contractor shall hold the Owner and the Independent Consultant harmless for failure to comply with any applicable hazardous materials abatement, transport, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

1.11 SUBMITTALS

- A. At least one week prior to commencement of work, Contractor shall submit (two copies) to the Independent Consultant of documentation that includes, without limitation, the following:
1. Submit copies of licenses and registrations required by Article 1.5 Required Licensure (include copies of subcontractor's licenses).
 2. Submit copies of written notification to the following regulatory agencies if applicable.
 3. Submit proof of insurance coverage required by Article 1.8 Insurance Requirements (include proof of insurance for subcontractors).
 4. Submit proof of legal right to use patented equipment or processes.
 5. Manufacturer's certification that HEPA vacuums, differential pressure, air filtration devices and other local exhaust ventilation equipment conform to ANSI Z9.2-79 (if used on-site).
 6. Prior to the start of work, the Contractor shall submit to the Independent Consultant, for approval, a site-specific work plan detailing removal methods to be utilized.



7. Submit full manufacturer's product data and material safety data sheet for all chemical products to be used on site.
 8. Submit a construction schedule indicating milestones and dates of completion for each phase of the Work. Submit the schedule at least two days prior to Job Start.
 9. Submit documentation that Contractor's employees, including foreman, supervisor, and any other company personnel or agents who may be exposed.
 10. Submit documentation from Physician that all employees or agents who may be exposed to URHW materials have received medical monitoring in accordance with 29 CFR 1926.1101 to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the workplace environment (e.g. high temperatures, humidity, and chemical contaminants) that may impact on the employee's ability to perform work activities.
 11. Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be conducted annually and in accordance with qualitative procedures as required by 8 CCR 5144 or be quantitative in nature.
 12. Submit an emergency preparedness plan as required by Article 1.14 - Emergency Planning.
 13. Submit documentation of previous of exposure levels from similar URHW abatement projects for the proposed Contractor's employees and agents who must enter the work area.
-
- B. During abatement activities, Contractor shall submit to the Independent Consultant documentation that includes, without limitation, the following:
1. Submit copies of the work area entry/exit logbook. Logbook must record name, affiliation, time in, and time out for each entry into the work area.
 2. Submit copies of logs documenting filter changes on respirators, HEPA vacuums, differential pressure, air filtration devices, water filtration device, and other engineering controls (if used on site).



3. Submit copies of Material Safety Data Sheets (MSDS) for materials, as necessary.
4. Submit and post on site (within 24 hours of collection completion) results of all required OSHA air monitoring.
5. Submit copies of all accident/incident reports where injury or damage has occurred on or to the Owner's property.
6. Submit copies of daily logs indicating location(s) worked, type of materials removed, quantity of materials removed and number of personnel conducting the aforementioned activities.
7. Submit copies of all transport manifests, trip tickets and disposal receipts for all URHW materials removed from the work area within 24 hours of the transport to the Owner.

1.12 NOTICES

- A. Post in the clean room area of the worker decontamination enclosure a list containing the names, and telephone numbers of appropriate personnel (if used on site).
- B. Post in the clean room area of the worker decontamination enclosure a list of all persons authorized to enter the work area (if used on site).
- C. Additional postings shall include:
 1. Visitor Entry and Exit Log.
 2. Employee Daily Sign in Log.
 3. Entry and Exit Procedures.
 4. Emergency Procedures.
 5. As required by the Department of Labor

1.13 SITE USE AND SECURITY

- A. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond which areas on which work is indicated are not to be disturbed.
- B. The work area shall be restricted only to authorized, trained and protected personnel, including Contractor, Contractor's employees, Owner employees, Building Management, and the Independent Consultant, State and Local inspectors.



- C. Entry into the work area by unauthorized individuals shall be reported immediately to the Independent Consultant.
- D. Contractor shall be responsible for Project site security during abatement operations in order to protect work efforts and equipment.

1.14 EMERGENCY PLANNING

- A. Emergency planning and procedures shall be developed by Contractor prior to URHW abatement initiation.
- B. Emergency procedures shall be in written form and prominently posted. Contractor shall ensure that all persons entering the work area read these procedures and understand the Project site layout, location of emergency exits and emergency procedures.
- C. Emergency planning shall include considerations of fire, explosion, electrical hazards, slips, trips and falls, confined spaces, and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided by Contractor.
- D. Employees shall be trained in evacuation procedures in the event of work place emergencies.
 - 1. For non-life-threatening situations, employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the work place to obtain proper medical treatment.
 - 2. For life-threatening injury or illness, worker decontamination shall take least priority. After measures to stabilize the injured worker, remove him from the work place and secure proper medical treatment.
 - 3. Telephone numbers of all emergency response personnel shall be prominently posted in the clean and equipment rooms.

1.15 FIRE PROTECTION

- A. All plastic, spray-on strippable coatings, and structural materials used in the asbestos abatement process shall be UL approved and certified as fire retardant or noncombustible.
- B. Wood shall be pressure impregnated and certified as fire retardant.



- C. Material Safety Data Sheets (MSDS) for fire retardant materials shall be made available upon request.
- D. All combustible rubbish and debris, including properly bagged asbestos shall be properly disposed of at the end of each working day.
- E. A minimum of one (1) 4A/60BC dry-chemical extinguisher shall be maintained at each of the following locations:
 - 1. At each corner of the work area, where no clear corners exist, four (4) extinguishers shall be placed around the exterior wall of the work area so that they are approximately 25 percent of the total distance apart.
 - Exception: Where the total containment area is less than 1,000 square feet, two (2) 4A/60BC extinguishers shall be provided. All extinguishers shall be clearly identified with red tape.
 - 2. Contractor shall ensure that on site personnel are aware of the location and proper use of all extinguishers and other fire/life safety equipment.
- F. All existing fire detection, alarm systems, connections and standpipes shall remain in place, active and unobstructed. The Independent Consultant must approve any alteration to this equipment.
- G. Contractor shall conduct activities in accordance with all procedures and requirements as outlined in Local Fire Department Requirement.

PART 2 - PRODUCTS

2.1 MATERIALS

-
- A. General: Contractor shall carefully adhere to the following, if applicable:
 - 1. All plastic, spray-on strippable coatings and structural materials used shall be UL certified as fire retardant or non-combustible.
 - 2. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand name (where applicable).
 - 3. Polyethylene sheeting utilized for worker decontamination and barriers shall be black or opaque in color and shall be a minimum of 6 mil. thick.



4. Disposal bags shall be doubled 6-mil. Polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b) (i) (iv), CAL-OSHA Title 8 CCR Section 5208, and if applicable Title 22 CCR Section 66504.
5. Stick-on labels shall be used as per EPA or Cal/OSHA requirements for disposal drums.
6. Warning signs as required by Cal/OSHA shall be utilized.

B. Removal and Encapsulation, if applicable:

1. Surfactant (wetting agent) shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in proportion of 1 fluid ounce to 5 gallons.
2. The encapsulating agent to be applied shall adhere to the substrate surfaces from which asbestos-containing material has been stripped.
3. The encapsulating agent shall not be flammable and should not be solvent-based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbon.

C. Replacement:

1. Not Applicable.

2.2 EQUIPMENT

A. General:

1. If applicable, a sufficient quantity of HEPA vacuums and/or differential pressure air filtration devices equipped with HEPA filtration and operated in accordance with ANSI Z9.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos Containing Materials in Buildings. To calculate total air flow requirement, use the following equation:

$$\text{Total ft}^3/\text{min} = \frac{\text{Vol. of work area (in ft}^3\text{)}}{15 \text{ min}}$$



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To calculate the number of units needed for the abatement, use the following equation:

$$\text{Number of units needed} = \frac{\text{[total ft}^3\text{/min]}}{\text{[Capacity of unit in ft}^3\text{/min]}}$$

2. Type "B" powered air-purifying respirators (PAPR) at minimum shall be utilized during removal of any friable asbestos containing material.
 3. Air purifying respirators with dual HEPA/organic cartridges may be utilized during URHW removal.
 4. Respirators shall be furnished to the abatement workers by Contractor. The respirators shall have been tested and approved by National Institute of Occupational Safety and Health (NIOSH) for use in URHW contaminated atmospheres.
 5. Contractor shall provide full body disposable protective clothing, including head, body, and foot coverings to abatement workers and visitors in sizes adequate to accommodate movement without tearing.
 6. In accordance with 8 CCR 1514, the following additional safety equipment;
(e.g. hard hats meeting the requirements of 8 CCR 1515, eye protection meeting the requirements of 8 CCR 1516, safety shoes meeting the requirements of 8 CCR 1517, hand protection meeting the requirements of 8 CCR 1520, hearing protection meeting the requirements of 8 CCR 1521 and body protection meeting the requirements of 8 CCR 1522), as necessary, shall be furnished by the Contract to all workers and authorized visitors.
 7. ~~Non-skid footwear shall be furnished to all abatement workers by the Contractor. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.~~
 8. Furnish a sufficient supply of disposable mops, rags, and sponges for work area decontamination.
- B. Removal, if applicable:
1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g., screw drivers, pliers, etc.) shall be furnished by the Contractor as needed.
 2. Rubber dustpans and rubber squeegees shall be furnished by the



Contractor for cleanup.

3. Brushes utilized for cleaning shall have nylon or fiber bristles, not metal.
 4. A sufficient supply of HEPA filtered vacuum systems shall be furnished by the Contractor during cleanup.
- C. Encapsulation, if applicable: Encapsulants shall be sprayed by the Contractor, using airless spray equipment or hand pressurized sprayer.
- D. Enclosure, if applicable: Hand tools equipped with HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports if there is any need to disturb asbestos containing materials during this process.

PART 3 - EXECUTION

3.1 URHW REMOVAL PREPARATION

- A. Contractor shall coordinate all items of work with the Independent Consultant.
- B. Contractor shall shut down and lock out all heating, cooling, and air conditioning system (HVAC) components that are in, supply, or pass through the work area. The HVAC system shall remain off during project.
- C. Contractor shall shut down and lock out electric power to all Work Areas. Contractor shall provide temporary power (if needed) and lighting sources, insure safe installation of temporary power sources (if needed) and equipment by compliance with all applicable electrical code requirements and Cal/OSHA requirements for temporary electrical systems. Protect each circuit with a Ground Fault Circuit Interrupter (GFCI) of proper size located in the temporary panel. Do not use outlet type GFCI devices. The temporary electrical service shall provide 150% of the maximum capacity of all of the Contractors equipment.
- D. Install worker decontamination unit described in Article 3.3 and/or 3.4 or as agreed upon with the Independent Consultant.
- E. Post warning signs meeting the specifications of Cal/OSHA. Signs shall be posted at a distance sufficiently far enough away from a work area to permit a person to read the sign and take necessary protective measures to avoid exposure.
- F. URHW Materials Handlers shall don personnel protective equipment as required in Article 2.2 - Equipment.
- G. Pre-clean all vertical and horizontal surfaces within the work area using a HEPA-



filtered vacuum and/or wet cleaning techniques as appropriate. Contractor shall not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters and shall not disturb asbestos containing materials during the pre-cleaning phase.

- H. Seal off all openings between the Work Area and uncontaminated areas outside of the Work Area.
- I. Perform all removal material in accordance with Article 3.2 – Universal, Regulated and Hazardous Materials Removal Procedures.

3.2. URHW REMOVAL PROCEDURES

- A. Post warning signs meeting the specifications of Cal/OSHA. Signs shall be posted at a distance sufficiently far enough away from a work area to permit a person to read the sign and take necessary protective measures to avoid exposure.
- B. Install worker decontamination unit described in Article 3.3 and/or 3.4 or as agreed upon with the Independent Consultant.
- C. URHW handlers involved in removal procedures shall wear disposable suits, including gloves, hood and footwear. Minimum respiratory protective equipment shall be half face negative pressure dual cartridge air-purifying respirator. Upon exiting the work area the handlers shall HEPA vacuum the suit and dispose of as contaminated waste and proceed to the shower room for full decontamination.
- D. Isolate work area by installing critical barriers across all openings where there may be secondary contamination.
- E. Remove materials without dropping materials.
- F. ~~The Contractor shall carry out all removed material removal in a manner that will minimize breaking or spills.~~
- G. Manually remove material by unfastening material from substrate.
- H. Dispose of all waste in accordance with Article 3.6 – Disposal Procedures.

3.3 WORKER DECONTAMINATION SYSTEMS

- A. Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area.
- B. Worker decontamination enclosure systems constructed at the Project site shall



utilize 6-mil. black or opaque polyethylene sheeting, or other approved materials for privacy.

- C. The Personnel Decontamination Unit shall not be located inside the work area unless otherwise authorized by the Independent Consultant.
- D. Alternate methods of providing Decontamination facilities may be submitted to the Independent Consultant for approval. Do not proceed with any such method(s) without obtaining the Independent Consultant's written authorization.
- E. The worker decontamination enclosure system shall consist of at least a three-stage decontamination unit.
- F. The decontamination unit dirty/equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for filtration equipment, extra tools, containers or surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A labeled 6-millimeter Polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear shall be stored in this area for reuse the following workday.

3.4 URHW CLEAN-UP PROCEDURES

- A. Remove and containerize all visible accumulations of removed material and contaminated debris utilizing rubber dustpans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Asbestos containing/contaminated waste shall be placed in disposal bags. Disposal bags shall be doubled 6-mil. Polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b) (1) (iv), Cal/OSHA Title 8 CCR Section 1529, and if applicable Title 22 CCR Section 66504.
- B. Wet clean and HEPA vacuum all surfaces in the work area using rags, mops and sponges as appropriate.
- C. Decontamination enclosure systems shall remain in place and be utilized.
- D. Remove all containerized waste from the work area and waste container pass-out airlock.
- E. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.



- F. The Independent Consultant will inspect the work area for visible residue.

3.5 REESTABLISHMENT OF WORK AREAS

- A. Reestablishment of the work area shall only occur following the completion of clean-up procedures and visual inspection.
- B. Polyethylene barriers shall be removed from walls, ceilings, and floors, maintaining decontamination enclosure systems and critical barriers over doors, window, etc. as required.
- C. The Contractor and the Independent Consultant shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning.
- D. Upon approval by the Independent Consultant, Contractor shall remove remaining polyethylene sheeting, critical barriers, and decontamination unit, if applicable.
- E. Repair all areas of damage that occurred as a result of abatement activities at no additional cost to Owner.

3.6 URHW DISPOSAL PROCEDURES

- A. All waste shall be placed and stored in sealed and labeled containers and transported to a certified land fill pre-approved by the owner, for disposal.
- B. All URHW must be disposed of as required by the regulations by a certified waste hauler.
- C. All URHW data forms shall be delivered to the Independent Consultant. Record keeping format shall utilize a chain of custody form which includes the names and addresses of the Generator (Owner), Contractor, Waste Hauler, pickup site, disposal site, the estimated quantity of the materials removed. The forms shall be signed by the Owner's Representative if necessary.

3.7 ALTERNATE PROCEDURES

- A. If specified procedures cannot be utilized, a request shall be made in writing to the Independent Consultant providing details of the problem encountered and



recommended alternatives.

- B. Alternative procedures shall provide equivalent or greater protection than procedures that are replaced.
- C. Any alternative procedure must be approved in writing by the Independent Consultant prior to the implementation of the procedure.

3.8 OWNER PERFORMED VISUAL INSPECTION

A. Visual Clearance Inspection:

- a. Following the completion of the URHW abatement and clean-up operations, The Independent Consultant will perform a visual clearance inspection verifying the removal of the materials.

It is the contractor's responsibly to confirm the URHW quantities present prior to initiating renovation or demolition activities at the subject buildings.

Specification prepared for Lionakis by:

Jerry R. Sherman, LEED AP
Hazardous Materials Service Manager
OSHA HAZWOPER Supervisor

APPENDIX A
GROUP DELTA CONSULTANTS
HAZARDOUS BUILDING MATERIALS SURVEY

GROUP



DELTA

**HAZARDOUS MATERIALS SURVEY
Future Mono County Jail/Old Hospital
Bridgeport, California**

Submitted to

**LIONAKIS
1919 19th Street
Sacramento, California, 95811**

Prepared by

GROUP DELTA CONSULTANTS, INC.

32 Mauchly #B
Irvine, California 91618

Project No. EN8119
May 5, 2021



GROUP DELTA

May 5, 2021

LIONAKIS
1919 19th Street
Sacramento, California, 95811

Attention: Mr. Mike Davey AIA Principal

Subject: Hazardous Materials Survey
Future Mono County Jail/Old Hospital, 221 Twin Lakes Rd., Bridgeport, CA.
Group Delta Project No. EN8119

Dear Mr. Davey:

Group Delta Consultants, Inc. (Group Delta) is pleased to submit this Hazardous Materials Survey Report for the Old Hospital Site located at 221 Twin Lakes Rd., Bridgeport, California.

The purpose of the testing and this report is to provide locations of asbestos-containing materials (ACM), lead based paint (LBP) and Universal Waste Rule (UWR) materials at the Hospital Building, the Maintenance Building and the Helipad to the east side of the Hospital Building (the Site).

We appreciate your selection of Group Delta for this project and look forward to assisting you further on this and other projects. If you have any questions, please do not hesitate to contact us.

Very truly yours,
GROUP DELTA CONSULTANTS, INC.

Kirk Hopka, CAC, CDPH, HAZWOPER Certified
Hazardous Materials Project Manager

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ATTACHMENTS

Asbestos Analytical Data and Sample Chain of Custody Record Forms
Consultant Certificates
XRF Table for Lead-based Paint
Form 8552

1.0 INTRODUCTION

Group Delta Consultants performed a Hazardous Materials survey at the Site in support of the proposed demolition project. The purpose of this survey was to test for ACM and LBP in building materials and perform visual inspections for UWR materials and to quantify these materials anticipated to be impacted by demolition activities. Samples were collected throughout interior, exterior, and roof areas of the buildings. All work completed is compliant with federal, state, and local air quality regulations.

Group Delta's on-site hazardous materials survey was performed March 24 through March 26, 2021. On-site survey work was completed by Group Delta employees, Mr. Michael Toomey and Mr. Chris Lemaster. Mr. Toomey is a Cal/OSHA Certified Asbestos Consultant (CAC) and CDPH Certified Lead Inspector/Risk Assessor/Project Monitor. Mr. Lemaster is a Cal/OSHA Certified Site Surveillance Technician (CSST) and a CDPH Certified Lead Sampling Technician. Report was prepared by Mr. Kirk Hopka and Jerry Sherman, Cal/OSHA Certified Asbestos Consultants (CAC) and CDPH Certified Lead Inspector/Risk Assessors. This report summarizes our assessment findings.

2.0 BUILDING DESCRIPTION

Group Delta surveyed the buildings scheduled for demolition at the Site. All interior, exterior, and roof areas of the structures were included in our survey.

The Hospital Building consists of a single-story concrete structure, finished with drywall, plaster, floor tiles, carpet, ceiling tiles, acoustic ceiling material, stucco and built-up roofing materials. The Maintenance Building is metal framed with metal siding. The Helipad is asphalt.

3.0 METHODOLOGY

The survey was based on sampling of suspect ACM, a screening of representative painted surfaces and coatings for LBP and a visual inspection for UWR materials. Specific survey procedures followed by Group Delta for this survey are provided in the following paragraphs. Laboratory reports for the samples collected are included in Attachments.

3.1 Asbestos – Survey Methodology

Identification of suspect ACM was performed by visually surveying accessible structural and architectural components and finishes at interior, exterior, and roof building areas. No excavation or subsurface investigation was conducted to discover buried insulated piping and/or asbestos cement pipes concealed below the surface. All findings, conclusions, and analytical data presented in this report are based on visual inspection and the results of the sampling and analysis of suspected ACM discovered during the survey.

Suspect ACM identified during this survey was bulk sampled using sampling guidelines established by the Environmental Protection Agency (EPA) and by generally following the methods described in Appendix K of title 8, CCR, Section 1529 of the California Code of Regulations for sample collection. The following summarizes the sampling procedures utilized.

- Visually identified suspect ACM were categorized into homogeneous material areas. A homogeneous material is defined as being a surfacing material, thermal system insulation, or miscellaneous material which is uniform in color and texture.

- A sampling scheme was developed based upon the location and quantity of the various homogeneous materials.
- Trained and certified personnel using appropriate sampling tools and leak-tight containers collected bulk samples.
- Bulk sample collection tools were decontaminated after the collection of each bulk sample to prevent the spread of secondary contamination to subsequent bulk samples.
- Each bulk sample was labeled with a unique sample identification number and recorded on a bulk sample log.
- Bulk samples collected were submitted to a laboratory with a chain of custody record.

All material quantities reported herein are rough order of magnitude estimates and should not be used for bidding purposes without review of available record drawings and on-site field verification by the bidder. The information provided in this report should be used in conjunction with construction documents and the contractor's own field verification of the abatement scope of work including location and extent of removal required for the renovation/demolition project being undertaken at the site. In the event, concealed suspect ACM not previously identified are discovered, the contractor is obligated to stop and notify the owner immediately in compliance with applicable regulations.

3.2 Asbestos Analytical Methodology

Bulk samples of suspect ACM were sent to Amerisci, Inc. in Carson, California. Amerisci is a laboratory accredited under the National Institute of Standards and Technology (NIST)/National Voluntary Laboratory Accreditation Program (NVLAP) and the California Environmental Laboratory Accreditation Program (Cal-ELAP) for bulk asbestos sample analysis. The samples were submitted for analysis by Polarized Light Microscopy (PLM) utilizing dispersion staining techniques in accordance with the EPA's "Method for the Determination of Asbestos in Bulk Building Materials" U.S. EPA/600/R-93/116, dated July 1993 and adopted by the NVLAP as Test Method Code 18/A01.

The standard PLM analytical method has a limit of quantification of 1% asbestos. For materials with asbestos detected at trace levels or below 1% by standard PLM, the material must be considered above 1% (ACM) unless re-analyzed and found to be less than 1% by the PLM point count method (400 points minimum but recommended at 1,000 points). Each sample of a homogeneous area material with trace result(s) must be re-analyzed by point count and found to be less than 1% or assumed to be an ACM per EPA regulation

3.3 Lead Testing – Survey and Analytical Methodology

LBP is defined as any painted surface with lead levels exceeding 5,000 parts per million (ppm), 1.0 milligrams per square centimeter (mg/cm²) or greater than 0.5 percent by weight (wt%), as set forth in the Department of Housing and Urban Development (HUD) guidelines and California Department of Public Health (CDPH) regulations. Lead-Containing Paints (LCPs) are paints and coatings that contain any amount of detectable lead as defined by Cal/OSHA. Most paints and coatings on pre-1978 buildings contain some detectable lead subject to Cal/OSHA regulation. Therefore, the exhaustive testing required to prove painted coatings do not contain lead is not practical or cost effective. Consequently, all paints and architectural coatings must be considered to contain some detectable levels of lead unless proven otherwise by laboratory analysis.

This survey was based on screening level LBP testing for characterizing the general presence of lead in existing paints and coatings. A Heuresis XRF Analyzer direct read lead testing instrument was used for paint analysis. The results presented herein are anticipated to be representative of typical conditions but are not inclusive of all painted/coated surfaces present at the buildings. The results of this survey should assist with compliance to the Cal/OSHA lead construction standard and preliminary evaluation of potential construction waste streams.

3.4 Other Suspected Hazardous Materials (UWR materials) Methodology

The building was visually surveyed for other hazardous materials that could impact planned renovation, and restoration work. These suspected hazardous materials included, mercury containing lighting tubes, PCB ballasts, batteries, as well as other hazardous waste and contamination components considered to be “universal wastes” upon disposal. Other suspect hazardous materials include refrigerants, battery operated devices, and lights.

4.0 RESULTS

4.1 Asbestos Survey

Group Delta collected 96 bulk samples of suspect ACM analyzed by PLM analysis. All suspect ACM sampled during this survey are summarized below. The analytical laboratory results for sampled suspect ACMs are listed in Appendix A – Analytical Laboratory Reports. Below is a summary of suspect asbestos containing materials sampled. Additionally, the samples reported to be <1% asbestos were submitted for 1,000-point count analysis to ascertain what their true results were. Point Count analysis supersedes standard PLM analysis.

Materials Sampled with Asbestos Reported:

Sample #	Material	Building/Location	Asbestos	Amount	Friability	Qty
MCH-001	9" Brown Vinyl Floor Tile	Hospital/Floor East/West Hall	Chrysotile	Trace (<1 %)	NF	8,000 SF
MCH-001	9" Brown Vinyl Floor Tile & Black Mastic	Hospital/Floor East/West Hall	Chrysotile	Trace - 5 %	NF	See Above
MCH-002	9" Brown Vinyl Floor Tile & Black Mastic	Hospital - Kitchen Floor	Chrysotile	3-5 %	NF	See 001
MCH-003	9" Brown Vinyl Floor Tile & Black Mastic	Hospital – Locker Room	Chrysotile	3-5 %	NF	See 001
MCH-004	9" Brown Vinyl Floor Tile & Black Mastic	Hospital, Equip. Storage	Chrysotile	3-5 %	NF	See 001
MCH-005	9" Gray Vinyl Floor Tile & Black Mastic	Hospital, Dressing Room	Chrysotile	3-5 %	NF	See 001
MCH-006	9" Green Vinyl Floor Tile & Black Mastic	Hospital, Doctors Work Room	Chrysotile	3-5 %	NF	See 001

MCH-007	12" Tan Vinyl Floor Tile & Black Mastic	Hospital, N.E. Corner - Hall	Chrysotile	5 %	NF	6,000 SF
MCH-008	12" Brown Vinyl Floor Tile & Black Mastic	Hospital, Office	Chrysotile	5 %	NF	See 007
MCH-009	12" Brown Vinyl Floor Tile & Black Mastic	Hospital, Restroom	Chrysotile	5 %	NF	See 007
MCH-010	12" Tan Vinyl Floor Tile & Black Mastic	Hospital, - South End N.S. East Hall	Chrysotile	5 %	NF	See 007
MCH-012	Brown Carpet Adhesive/Mastic	Hospital - Admin Office	Chrysotile	2 %	NF	3,000 SF
MCH-020	9" Brown Vinyl Floor Tile and Black Mastic	Hospital – CAO Office	Chrysotile	3-5 %	NF	See 001
MCH-033, 034, 035	Sprayed-On Acoustic Ceiling Coating (ACS)	Hospital - N.S. East Hall	Chrysotile	6 %	F	2,200 SF
MCH-039	Wood Panel Glue	Hospital – Lobby	Chrysotile	5 %	NF	500 SF
MCH-042	12" Ceiling Tile Mastic	Hospital – Nurses Station	Tremolite	0.2% by Point Count	NF	1,100 SF
MCH-043	Transite (2' x 2') Panels	Hospital - Ceiling Soffit Above Kitchen Sink	Chrysotile	25 %	NF	50 SF
MCH-044	Thermal System Insulation (TSI) - Pipe Run	Hospital - Heater Tank at Sterile Room	Amosite	5%	F	6 LF
MCH-045	Window Putty	Hospital – Exterior	Chrysotile	2%	NF	6 LF
MCH-053	Fire Door Insulation	Hospital - Mech. Rm. 'D'	Chrysotile	3%	F	4 SF
MCH-059, 065	6" TSI Elbows	Hospital – Mech. Rms. A and B	Chrysotile	20-25%	F	75 Ea.
MCH-066	HVAC Unit Duct Gasket/ Black	Hospital – Mech. Rm. B, HVAC Units	Chrysotile	5%	NF	180 SF
MCH-067	Boiler Tank Insulation	Hospital – Mech. Rm. C	Chrysotile	25%	F	80 SF
MCH-069, 072	3" TSI Elbow/ Gray	Hospital – Mech. Rm. C	Chrysotile & Amosite	5-10%	F	100 Ea.
MCH-070, 071	6" TSI Elbow/ Gray	Hospital – Mech. Rms. C & D	Chrysotile	2-5%	F	75 Ea.
MCH-079	HVAC Unit Duct Gasket Material	Hospital – Mech. Rm. D	Chrysotile	5%	NF	40 SF
MCH-080	4" TSI Pipe Run/ Wrap / White/ Gray	Hospital – Kitchen	Amosite	25%	F	25 LF

Material locations can be found in the attached Sample Location Drawings. All analytical data can be found in the attachments. Materials with <1% asbestos are considered ACM unless PLM point count analysis was conducted to confirm <1% asbestos.

Materials sampled with no asbestos reported:

Hospital Building

- Roof Core
- Concrete Under Roofing
- Vibration Damper
- Roof Penetration Sealant
- Roof Vent Pipe Sealant
- Roof Penetration mastic
- Roof HVAC Duct Tape
- Base Board & Mastic
- Wallpaper
- Drywall & Joint Compound
- Wall Covering Material
- Terrazzo Floor
- Plaster Walls and Ceilings
- Thick Ceiling Insulation
- Fissured Acoustic Ceiling Tile & Mastic
- 12" Smooth Acoustic Ceiling Tile & Mastic
- 12" Fissured Ceiling Tile & Mastic
- Window & Door Frame Sealant (Not Putty)
- Duct Tape in Laundry Room
- Concrete
- Mortar
- Fiberglass Pipe Insulation
- Duct Wrap & Duct Tape (Mech. Rm. B)
- Exterior Vapor Barrier
- Exterior Stucco/Plaster

Maintenance Building

- Window and Door Sealant

Helipad

- Asphalt

Refer to **Attachments** for a complete set of the laboratory results and **Figures** for sample locations.

4.2 Lead Containing Paints, Coatings, and Materials

Group Delta performed a total of 158 XRF lead tests, including calibrations, from the interior and exterior building areas. The following is a summary of building components tested for LBP by XRF:

Materials tested with lead-based paint detected

Sample #	Location	Component	Color	Substrate	Condition	mg/cm2	Quantity
11	Exterior North loading dock	Bollard	Yellow	Metal	Intact	2.6	4 EA
55	Bathroom	Oversize toilet	White	Porcelain	Intact	3.9	10 EA
59	Nurses shower area	Wall tile	Pink	Ceramic	Intact	7.8	1700 SF
60	Nurses shower area	Wall tile	Red	Ceramic	Intact	8.6	300 SF
62	X-ray Room	Wall lead shield	White	Metal	Intact	1.2	1000 SF
64	X-ray Room	Wall lead shield	White	Metal	Intact	2.9	500 SF
67	Bathroom	Sink	White	Porcelain	Intact	20.4	20 EA
73	Work room	Double sink	White	Porcelain	Intact	18.4	10 EA
88	Patient bathroom West side	Ceiling	White	Ceramic	Intact	11.3	500 SF
89	Patient bathroom West side	Wall tile	Beige	Ceramic	Intact	8.3	400 SF
90	Patient bathroom West side	Wall tile	Red	Ceramic	Intact	11.3	100 SF
96	Sheriff's shower	Wall tile	Pink	Ceramic	Intact	7.7	100 SF

97	Sheriff's shower	Wall tile	Red	Ceramic	Intact	8.5	40 SF
121	North east hall bathroom	Wall base	Beige	Ceramic	Intact	8.9	40 SF
122	North east hall bathroom	Wall base	White	Ceramic	Intact	6.3	40 SF
152	Lobby bathrooms	Wall tile	Beige	Ceramic	Intact	9.6	550 SF
164	Exterior North	Generator	Green	Metal	Fair	2.8	2 EA

Materials tested with no lead-based paint detected can be found in the attached XRF table.

General Interpretations of Lead-Containing Paint Findings Reported:

All painted components must be presumed to contain some detectable levels of lead regardless of non – detection by the XRF method unless exhaustively tested by paint chip analysis. Untested painted/coated components must be presumed to contain some lead at detectable levels. Some surfaces tested contained levels of lead considered to be LBP and most of the remaining surfaces contained some detectable lead. The tested surfaces that reported low levels of detected lead must be considered lead-containing paints (LCP) and coatings in the absence of exhaustive testing by wet chemistry methods.

Paint Condition Findings:

The condition of paint at this site is generally in intact condition. Since even low levels of paint may exhibit hazardous waste characteristics, care must be taken to eliminate loose and peeling paint prior to general building demolition. Any loose, peeling or flaking paint should be removed and disposed of as lead hazardous waste.

4.3 Other Suspected Hazardous Materials (UWR Materials)

UWR Materials:

Group Delta visually inspected readily accessible areas for universal wastes and other potential hazardous materials, as described in Section 3.4. No attempt to disassemble equipment or sample these suspect materials was performed. Any suspect hazardous material must be presumed hazardous pending complete identification. For example, fluorescent lighting fixture ballasts and transformers must be presumed to contain PCBs pending removal and disassembly of each unit to determine ballast type and/or labeling in the absence of other explicit product specific information to the contrary. Quantities provided are approximate, contractors bidding on work should field verify location and extent. See attachments for quantities and locations of UWR Materials.

5.0 CONCLUSIONS AND RECOMMENDATIONS

5.1 Asbestos Containing Materials

Prior to demolition construction activities, known or assumed ACMs and ACCMs that are likely to be disturbed by those activities must be removed and disposed of in accordance with all applicable regulations including to the Great Basin Unified Air Pollution Control District (GBUAPCD), the federal National Emissions Standard for Hazardous Air Pollutants (NESHAPS) and Cal/OSHA. A Cal-OSHA registered, and State licensed, asbestos abatement contractor is required for removal of ACM prior to general demolition.

Where known or suspected asbestos contaminated spaces must be accessed and entered, the Contractor shall either abate the contamination throughout the space or employ a contractor assist type approach using asbestos qualified and protected trades personnel assisted by the contractor to access the area safely to perform the work and leave the contaminated area through a decontamination containment in a manner that does not allow the exposure to personnel or spread of contamination outside the contaminated work space.

The following additional requirements should be adhered to for any maintenance, renovation, or demolition projects requiring asbestos disturbance and/or removal:

- *All asbestos-containing wastes shall be manifested as either hazardous or non-hazardous based on asbestos content, friability, and actual waste stream classification.*
- *All asbestos removal should be overseen by a qualified independent third party, retained by the building owner or manager of the building to ensure proper removal, clean up, work area clearance, and review waste shipping and disposal documentation.*
- *Contractor should perform all work in compliance with contract documents and the most recent edition of all applicable Federal, State, and local regulations, standards, and codes governing abatement, transport, and disposal of asbestos.*

5.2 Lead Containing Paints and Coatings

The painted components tested at the subject buildings typically had detectable levels of lead and should be considered LCP coated. LBP was detected on several areas of the building. All paints and coatings should be considered LCP or coatings in the absence of exhaustive sampling and laboratory analysis. The disturbance of these components during demolition activities will require use of personnel trained in lead hazards for construction and will require compliance with applicable Cal/OSHA and Cal/EPA regulation.

At the present time, there is no state or federal regulation requiring mandatory lead removal or abatement prior to disturbance, demolition or renovation of structures with identified lead materials. However, prior to hot work on painted metal, the paint either needs to be removed or supplied air respirators worn during welding or cutting operation. In addition, there are applicable lead specific Cal/OSHA worker protection requirements and Cal/EPA waste disposal requirements that do apply to lead-related construction activities and associated wastes:

- ◆ **Cal/OSHA:** The Cal/OSHA regulation, Title 8, CCR, Section 1532.1 Lead governs occupation exposure to lead. This regulation requires that any task that may potentially expose workers to

any concentration of lead, be monitored to determine workers eight-hour time weighted average (TWA) exposure to lead. Prior to initiation of certain activities, referred to as “trigger tasks”, that are believed to have the capability of creating an excessive lead exposure, such workers must be properly fitted with respiratory protection and protective clothing until personal eight-hour TWA results reveal exposures within acceptable levels. Pertinent examples of trigger tasks are manual demolition, manual paint scraping and power tool removal, and hot work involving lead-containing coatings or materials. Cal/OSHA also has agency pre-start notification requirements and worker training and certification depending on exposure levels. Clearly these requirements will apply to demolition, patch and repair, paint removal, and surface preparation work at this site.

- ◆ **Cal/EPA:** Cal/EPA regulates disposal of lead hazardous waste (22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste). The Cal/EPA Department of Toxic Substance Control (DTSC) has issued guidance indicating that architectural debris with intact lead paint is normally anticipated to be handled as general construction waste. Since detected LCP was generally in fair to good condition and most paint coatings tested had low to moderate lead content, it is unlikely that most of the demolition debris will be hazardous as a composite sample. However, all lead containing waste streams should be considered potentially lead hazardous pending waste testing. Further, all surface preparation and paint removal wastes must be considered hazardous wastes due to the likelihood of paint chip lead levels exceeding 1,000 total lead or 5 ppm soluble lead.

All construction activities impacting lead must be performed in compliance with the most recent edition of all applicable Federal, State, and local regulations, standards, and codes governing abatement, transport, and disposal of lead containing/contaminated materials. Selective and general demolition activities will involve disturbing lead and possibly creating lead hazardous wastes. These construction activities must be controlled to prevent uncontrolled release of lead contamination and for environmental protection.

The Contractor conducting building demolition controls the means and methods used and therefore should be required by the contract document to ensure that the demolition processes are conducted in a manner that creates the minimum amount of hazardous waste and leaves the site free of lead contamination exceeding regulatory levels.

5.3 Universal Wastes and Other Hazardous Materials

Universal Wastes: All potential and identified mercury-containing light tubes should be removed and recycled or disposed of in accordance with the guidelines established by the California Department of Toxic Substance Control Universal Waste Rule, as state in 22 CCR Sections 66261.9 and 66273.1 thru 66273.90.

PCB Lighting Ballasts/Transformers: Group Delta’s limited visual inspection indicated that fluorescent light fixtures may contain PCB ballasts are present in the building. However, as it is not practically feasible to check each ballast for labeling prior to renovation, Group Delta recommends that all light fixtures be visually inspected by the Contractor upon removal to determine if they contain PCB’s. Electronic ballasts and ballasts marked “No PCB’s” or “PCB Free” should be considered non-hazardous and recycled or disposed of accordingly. However, ballasts and transformers that are unmarked must be considered PCB-containing and properly handled, collected, stored, transported, and recycled or disposed of by an

approved recycling or disposal facility in accordance with the requirements of 22 CCR, Section 67426.1 and the contract.

6.0 LIMITATIONS

Group Delta conducted this asbestos and lead survey in support of the upcoming demolition project. No excavation or subsurface investigation was conducted to discover buried insulated piping and/or asbestos cement pipes concealed below the surface.

7.0 CLOSING

Group Delta Consultants performed the hazardous materials survey services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Conclusions and recommendations made regarding hazardous materials were based upon information obtained from samples and tests collected at specific locations, review of information provided to us, and professional judgment. Recommendations in this report were made based on conditions that Group Delta reasonably infer to exist between sampling points.

This report is intended as an informational resource for Lionakis. Any contractor using this document assumes all responsibility for reviewing all available information and for verifying existing site conditions including location and extent of hazardous materials present at the Site.

Should any significant discrepancy between this report and existing conditions be discovered, the contractor shall notify the project manager, contracting officer, or inspector immediately.

If you have any questions or concerns regarding this document, please do not hesitate to contact us.


8.0 SIGNATURES AND QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

Report prepared for
Lionakis by:



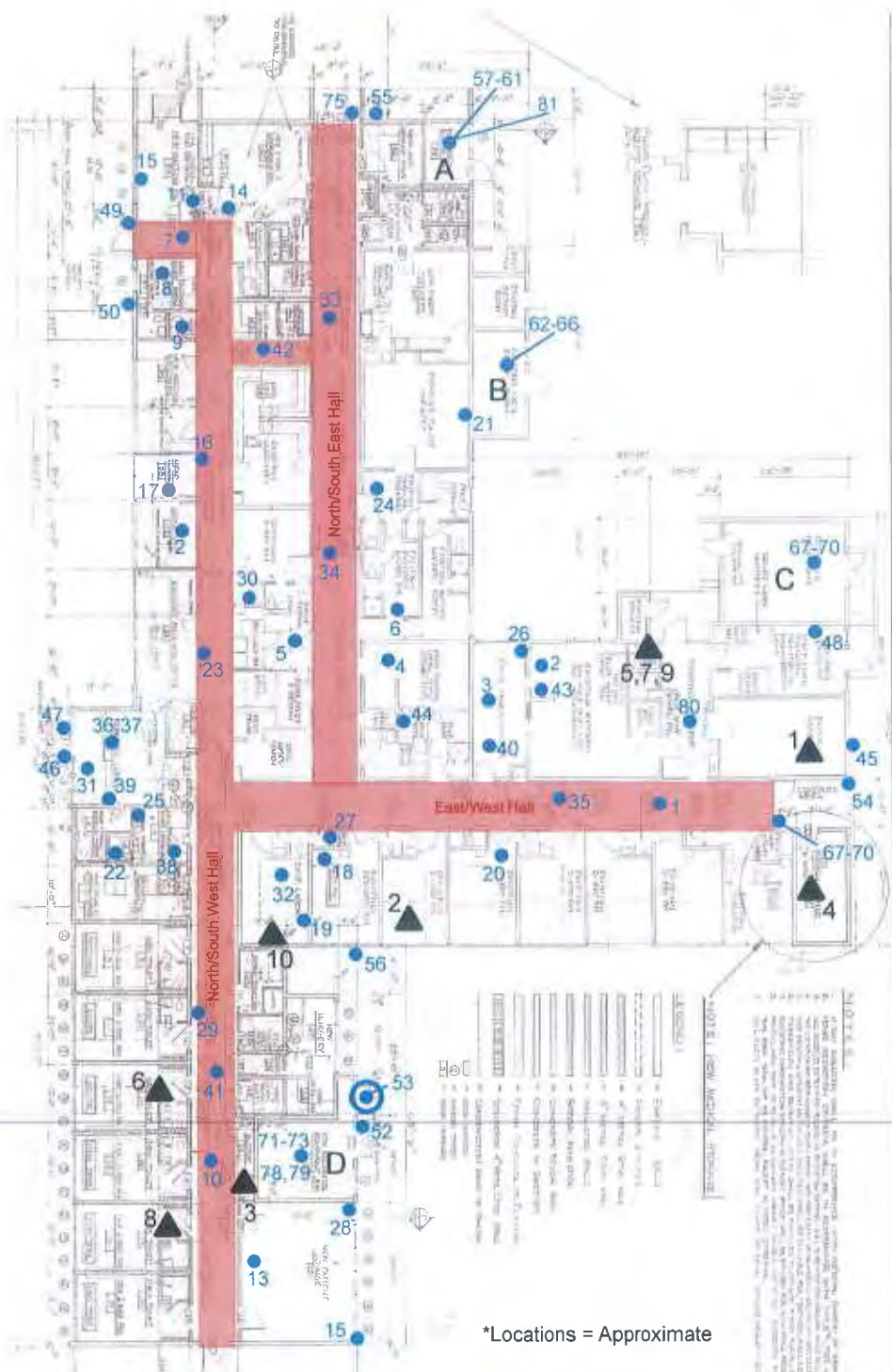
Mike Toomey, CAC CDPH
Sr. Field Technician
Certified Asbestos Consultant #12-4909
CDPH Lead Inspector/Assessor/PM #6062/6063

Report reviewed for
Lionakis by:



Kirk Hopka, CAC, CDPH
Hazardous Materials Project Manager
Certified Asbestos Consultant #96-2078
CDPH Lead Inspector/Assessor #4526

Figures



- = Bulk Sample
- ▲ = Bulk Roof Sample

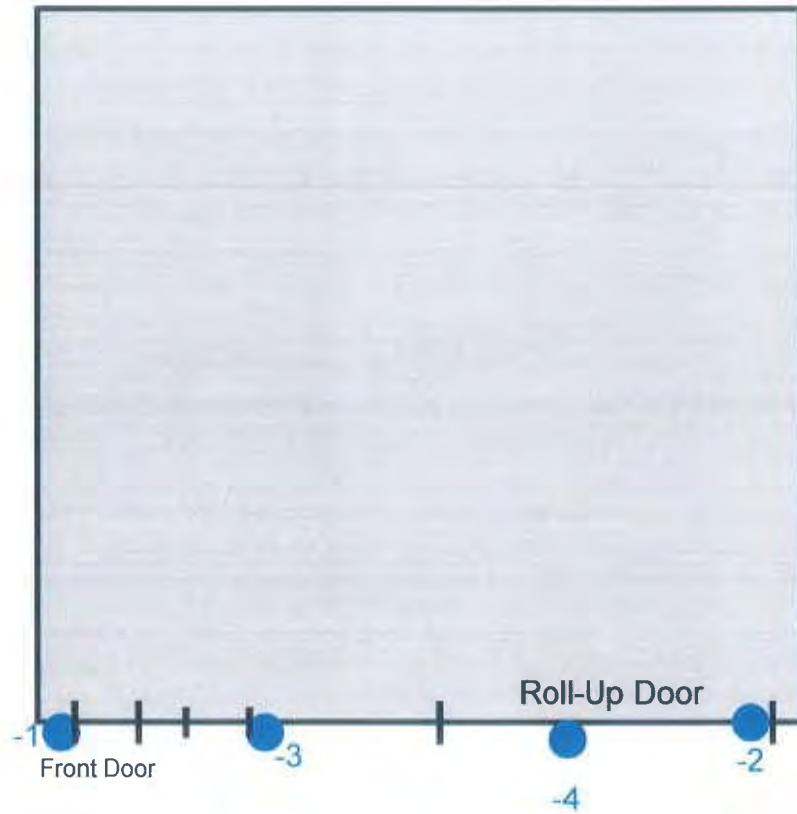
Sampled 3/24-26/2021



GDC Project No. EN8119
Asbestos Sample Location Map Mono County Old Hospital

*Locations = Approximate

NOTES:
 1. All asbestos samples were collected in accordance with the EPA 8460-AS-1 Method.
 2. All asbestos samples were analyzed for asbestos by a certified laboratory.
 3. The results of the analyses are provided in a separate report.
 4. The locations of the samples are indicated on this map.
 5. The locations of the samples are approximate.

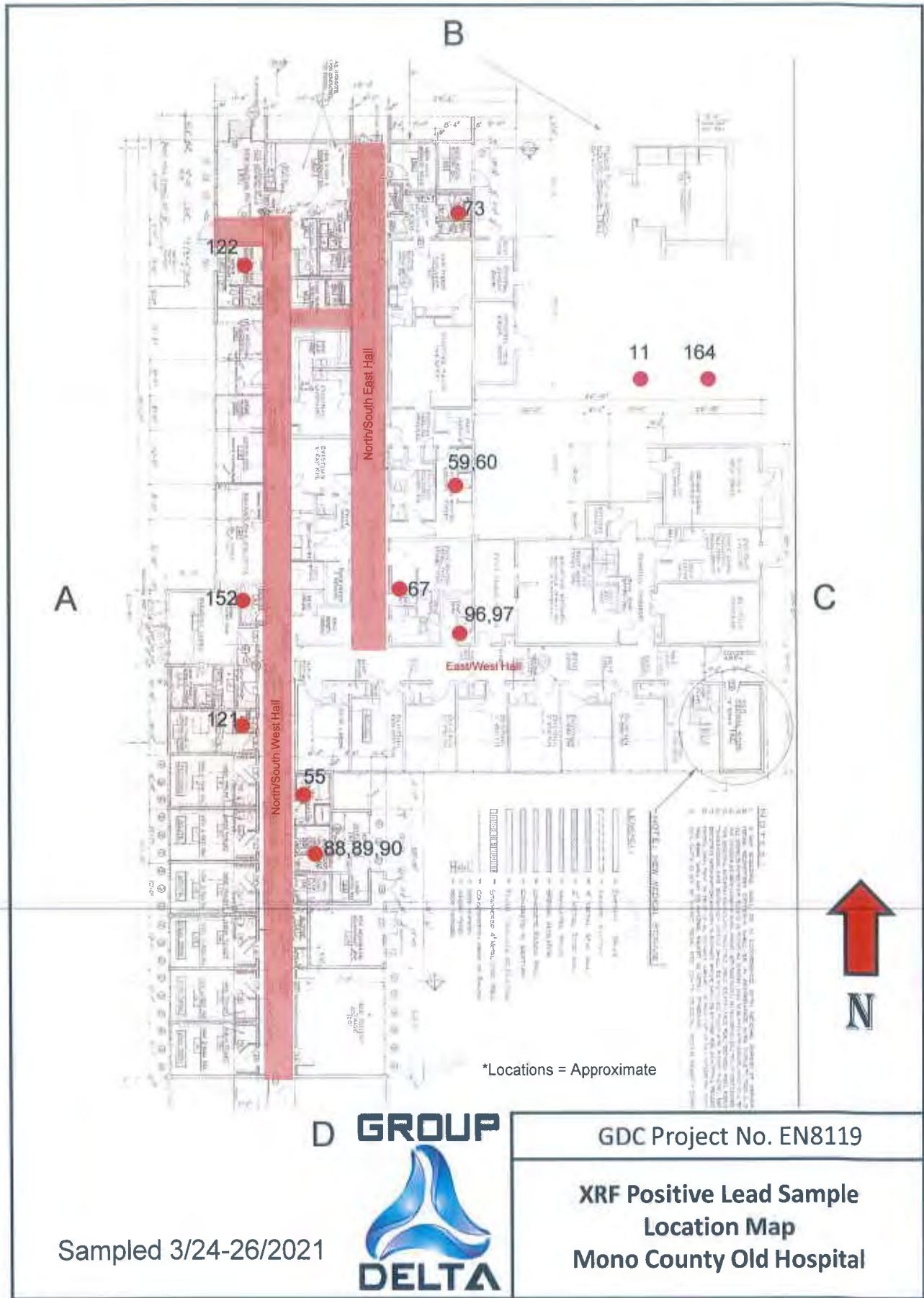


● Bulk Sample

Sampled 3/24-26/2021



GDC Project No. EN8119
Asbestos Sample Location Map Maintenance Building



Sampled 3/24-26/2021



GDC Project No. EN8119

XRF Positive Lead Sample Location Map

Mono County Old Hospital

Attachments



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants
Fax #:
Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Johana Perez
AmeriSci Job #: 921031750
Subject: PLM 3 day Results
Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Friday, April 2, 2021

Time: 11:08:44

Comments:

Number of Pages: 5
(including cover sheet)

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Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 03/29/21
Date Examined 04/02/21

AmeriSci Job # 921031750
P.O. #
Page 1 of 3

RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCHR-001	921031750-01	No	NAD
Location: Roof Core East / Built Up Roof Core / White / Yellow / Black			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Yellow/Black/White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
MCHR-002	921031750-02	No	NAD
Location: Roof - South East / Built Up Roof Core / White / Yellow / Black			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Yellow/Black/White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
MCHR-003	921031750-03	No	NAD
Location: Roof - South / Built Up Roof Core / White / Yellow / Black			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Yellow/Black/White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
MCHR-004	921031750-04	No	NAD
Location: Roof - Below Core / Concrete / Gray			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Concrete			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCHR-005	921031750-05	No	NAD
Location: HVAC Roof Unit / Vibration Dampner / Black			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Black, Homogeneous, Non-Fibrous, HVAC			
Asbestos Types:			
Other Material: Cellulose 3 %, Non-fibrous 97 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA


Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCHR-006	921031750-06	No	NAD
Location: Vent Base (Roof) / Vent Penetration Sealant / Gray			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCHR-007	921031750-07	No	NAD
Location: HVAC Roof Unit / HVAC Duct Tape / Wrap / White			(by CVES) by Johana Perez on 04/02/21
Analyst Description: White, Homogeneous, Non-Fibrous, HVAC			
Asbestos Types:			
Other Material: Cellulose 5 %, Non-fibrous 95 %			
MCHR-008	921031750-08	No	NAD
Location: Roof @ Penetration / Mastic / Black / Yellow			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Yellow/Black, Homogeneous, Non-Fibrous, Foam			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
Comment: No mastic detected.			
MCHR-009	921031750-09	No	NAD
Location: HVAC Roof Unit / HVAC Duct Tape / Wrap / White			(by CVES) by Johana Perez on 04/02/21
Analyst Description: White, Homogeneous, Non-Fibrous, HVAC			
Asbestos Types:			
Other Material: Cellulose 5 %, Non-fibrous 95 %			
MCHR-010	921031750-10	No	NAD
Location: Roof Core - S.E. Central Corner / Built-Up Roof Core / White / Yellow / Black			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Yellow/Black/White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			

Client Name: Group Delta Consultants

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Reporting Notes:

Analyzed By: Johana Perez ; Date Analyzed: 4/2/2021 ^{4.2.21}
*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

921031750



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2001

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC of CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCHR-001	ROOF CORE EAST	BUILT UP ROOF CORE	WHITE YELLOW BLACK	G	13000 1 SF	NF
MCHR-002	ROOF - SOUTH EAST	↓	↓	↓	↓	NF
MCHR-003	ROOF - SOUTH	↓	↓	↓	↓	NF
MCHR-004	ROOF - BELOW CORE	CONCRETE	GRAY	G	13,000 SF	NF
MCHR-005	HVAC ROOF UNIT	VIBRATION DAMPNER	BLACK	G		NF
MCHR-006	VENT BASE (ROOF)	VENT PENETRATION SEALANT	GRAY	G	10 SF/unit	NF
MCHR-007	HVAC ROOF UNIT	HVAC DUCT TAPE/WRAP	WHITE	G	40 SF/unit	NF
MCHR-008	ROOF @ PENETRATION	MASTIC?	BLACK YELLOW	G	4 SF/area	NF
MCHR-009	HVAC ROOF UNIT	HVAC DUCT TAPE/WRAP	WHITE	G	40 SF/unit	NF
MCHR-010	ROOF CORE S.E. CENTRAL CORNER	BUILT-UP ROOF CORE	WHITE YELLOW BLACK	G	13000 1 SF	NF

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirrh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>[Signature]</u>	<u>CSST - 07-4204</u>	
Print/Signature	Title	Inclusive Dates
2. <u>Glenda L. [Signature]</u>		<u>3/29/21 e9:00</u>
Print/Signature	Title	Inclusive Dates
3. _____	_____	_____
Print/Signature	Title	Inclusive Dates

G001



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308

Carson, California 90745

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FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants
Fax #:
Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Dennis Liu
AmeriSci Job #: 921031751
Subject: PLM 3 day Results
Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Monday, April 5, 2021

Time: 14:03:30

Comments:

Number of Pages: 14

(including cover sheet)

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AmeriSci Los Angeles

24416 S. Main Street, Ste 308
Carson, California 90745
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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 03/29/21
Date Examined 04/01/21

AmeriSci Job # 921031751
P.O. #
Page 1 of 10

RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-001	921031751-01L1 Location: Floor East/West Hall / 9"x9" Vinyl Floor Tile/Mastic / Brown/Black	Yes	Trace (<1 %) (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
MCH-001	921031751-01L2 Location: Floor East/West Hall / 9"x9" Vinyl Floor Tile/Mastic / Brown/Black	Yes	5 % (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-002	921031751-02L1 Location: Floor - Kitchen / 9"x9" Vinyl Floor Tile/Mastic / Tan/Black	Yes	3 % (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			
MCH-002	921031751-02L2 Location: Floro - Kitchen / 9"x9" Vinyl Floor Tile/Mastic / Tan/Black	Yes	5 % (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-003	921031751-03L1 Location: Floor - Locker Room / 9"x9" Vinyl Floor Tile/Mastic / Gray/Black	Yes	3 % (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-003	921031751-03L2	Yes	5 %
Location: Floro - Locker Room / 9"x9" Vinyl Floor Tile/Mastic / Gray/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-004	921031751-04L1	Yes	3 %
Location: Floor - Equipmt. Storage / 9"x9" Vinyl Floor Tile/Mastic / Lt. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			
MCH-004	921031751-04L2	Yes	5 %
Location: Floor - Equipmt. Storage / 9"x9" Vinyl Floor Tile/Mastic / Lt. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-005	921031751-05L1	Yes	3 %
Location: Floor - Dressing Rm / 9"x9" Vinyl Floor Tile/Mastic / Dk. Gray/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			
MCH-005	921031751-05L2	Yes	5 %
Location: Floor - Dressing Rm / 9"x9" Vinyl Floor Tile/Mastic / Dk. Gray/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-006	921031751-06L1	Yes	3 %
Location: Floor - Drs. Work Room / 9"x9" Vinyl Floor Tile/Mastic / Green/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Green, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-006	921031751-06L2	Yes	5 %
Location: Floor - Drs. Work Room / 9"x9" Vinyl Floor Tile/Mastic / Green/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-007	921031751-07L1	No	NAD
Location: Floor - N.E. Corner - Hall / 12"x12" Vinyl Floor Tile Mastic / Tan/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Tan, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-007	921031751-07L2	Yes	5 %
Location: Floor - N.E. Corner - Hall / 12"x12" Vinyl Floor Tile Mastic / Tan/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-008	921031751-08L1	No	NAD
Location: Floor - Office / 12"x12" Vinyl Floor Tile Mastic / Lt. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-008	921031751-08L2	Yes	5 %
Location: Floor - Office / 12"x12" Vinyl Floor Tile Mastic / Lt. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-009	921031751-09L1	No	NAD
Location: Floor - Restroom / 12"x12" Vinyl Floor Tile Mastic / Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Group Delta Consultants

PLM Bulk Asbestos ReportEN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-009	921031751-09L2	Yes	5 %
Location: Floor - Restroom / 12"x12" Vinyl Floor Tile Mastic / Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Heterogeneous, Non-Fibrous, Mastic			
Asbestos Types: Chrysotile 5.0 %			
Other Material: Non-fibrous 95 %			
MCH-010	921031751-10L1	No	NAD
Location: Floor - South End N.S. East Hall / 12"x12" Vinyl Floor Tile Mastic / Tan/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Tan, Heterogeneous, Non-Fibrous, Vinyl Flooring			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-010	921031751-10L2	Yes	5 %
Location: Floor - South End N.S. East Hall / 12"x12" Vinyl Floor Tile Mastic / Tan/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types: Chrysotile 5.0 %			
Other Material: Non-fibrous 95 %			
MCH-011	921031751-11	No	NAD
Location: Below Carpet - Waiting Rm. / Carpet Mastic / Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Carpet Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-012	921031751-12	Yes	2 %
Location: Below Carpet - Admin Office / Carpet Mastic / Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Carpet Mastic			
Asbestos Types: Chrysotile 2.0 %			
Other Material: Non-fibrous 98 %			
MCH-013	921031751-13	No	NAD
Location: Below Carpet - Patient Lounge / Carpet Mastic / Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Carpet Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-014	921031751-14L1 Location: Wall Base - X-Ray Office / 3" Base Board w/Mastic / Tan/Brown	No	NAD ¹ (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Baseboard Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-014	921031751-14L2 Location: Wall Base - X-Ray Office / 3" Base Board w/Mastic / Tan/Brown	Yes	Trace (<1 %) ¹ (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown/Tan, Heterogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <1. % Other Material: Non-fibrous 100 %			
MCH-015	921031751-15L1 Location: Wall Base - North Waiting Rm. / 3" Base Board w/Mastic / Gray/Brown	No	NAD (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Baseboard Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-015	921031751-15L2 Location: Wall Base - North Waiting Rm. / 3" Base Board w/Mastic / Gray/Brown	Yes	Trace (<1 %) ¹ (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <1. % Other Material: Non-fibrous 100 %			
MCH-015	921031751-15L3 Location: Wall Base - North Waiting Rm. / 3" Base Board w/Mastic / Gray/Brown	No	NAD (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Yellow, Heterogeneous, Non-Fibrous, Mastic Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-016	921031751-16L1 Location: Wall Base - N.S. West Hall / 3" Base Board w/Mastic / Off-White/Brown	No	NAD (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige, Homogeneous, Non-Fibrous, Baseboard Asbestos Types: Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-016	921031751-16L2	Yes	Trace (<1 %)
Location: Wall Base - N.S. West Hall / 3" Base Board w/Mastic / Off-White/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Mastic			
Asbestos Types: Tremolite <1. %			
Other Material: Non-fibrous 100 %			
MCH-016	921031751-16L3	No	NAD
Location: Wall Base - N.S. West Hall / 3" Base Board w/Mastic / Off-White/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Yellow, Heterogeneous, Non-Fibrous, Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-017	921031751-17L1	No	NAD
Location: Wall Base - Head Nurse Office / 6' Base Board w/Mastic / Dk. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Baseboard			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-017	921031751-17L2	Yes	5 %
Location: Wall Base - Head Nurse Office / 6' Base Board w/Mastic / Dk. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types: Chrysotile 5.0 %			
Other Material: Non-fibrous 95 %			
MCH-018	921031751-18L1	No	NAD
Location: Wall Base - Labor Office / 3" Base Board w/Mastic / Marroon/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Maroon, Homogeneous, Non-Fibrous, Baseboard			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-018	921031751-18L2	No	NAD
Location: Wall Base - Labor Office / 3" Base Board w/Mastic / Marroon/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-019	921031751-19L1	No	NAD
Location: Wall Base - Recovery Office / 3" Base Board w/Mastic / Dk. Brown/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Baseboard Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-019	921031751-19L2	Yes	Trace (<1 %)
Location: Wall Base - Recovery Office / 3" Base Board w/Mastic / Dk. Brown/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
MCH-020	921031751-20L1	Yes	3 %
Location: Floor - CAO-Office / 9"x9" Vinyl Floor Tile/Mastic / Dk. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			
MCH-020	921031751-20L2	Yes	5 %
Location: Floor - CAO-Office / 9"x9" Vinyl Floor Tile/Mastic / Dk. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-021	921031751-21	No	NAD
Location: Wall Paper - Surgery Room / Wall Covering Material / Olive			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Green, Heterogeneous, Non-Fibrous, Wallpaper Asbestos Types: Other Material: Cellulose 40 %, Non-fibrous 60 %			
MCH-022	921031751-22	No	NAD
Location: Wall Restroom W. / Wall Covering Material / Yellow			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Yellow/White, Heterogeneous, Non-Fibrous, Wall Covering Asbestos Types: Other Material: Synthetic fibers 40 %, Non-fibrous 60 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-023	921031751-23	No	NAD
Location: Wall - Hallways & Offices / Wall Covering Material / Off-White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige/White, Heterogeneous, Non-Fibrous, Wall Covering			
Asbestos Types:			
Other Material: Synthetic fibers 60 %, Non-fibrous 40 %			
MCH-024	921031751-24	No	NAD
Location: Floor - Surg. Rooms / Terrazzo Floor / Terrazzo			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Green, Heterogeneous, Non-Fibrous, Terrazzo			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-025	921031751-25.1	No	NAD
Location: Walls/Ceiling Throughout / Plaster Walls / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Skim Coat			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-025	921031751-25.2	No	NAD
Location: Walls/Ceiling Throughout / Plaster Walls / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-026	921031751-26.1	Yes	Trace (<1 %)
Location: Walls/Ceilings Throughout / Drywall/ Joint Compound Tape / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types: Chrysotile <1. %			
Other Material: Non-fibrous 100 %			
MCH-026	921031751-26.2	No	NAD
Location: Walls/Ceilings Throughout / Drywall/ Joint Compound Tape / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown/White, Heterogeneous, Fibrous, Drywall			
Asbestos Types:			
Other Material: Cellulose 20 %, Non-fibrous 80 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-027	921031751-27.1	Yes	Trace (<1 %)
Location: Walls/Ceilings Throughout / Drywall/Joint Compound Tape / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types: Chrysotile <1. %			
Other Material: Non-fibrous 100 %			
MCH-027	921031751-27.2	No	NAD
Location: Walls/Ceilings Throughout / Drywall/Joint Compound Tape / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown/White, Heterogeneous, Fibrous, Drywall			
Asbestos Types:			
Other Material: Cellulose 20 %, Non-fibrous 80 %			
MCH-028	921031751-28.1	No	NAD
Location: Walls/Ceiling Throughout / Plaster/Skim Coat / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Skim Coat			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-028	921031751-28.2	No	NAD
Location: Walls/Ceiling Throughout / Plaster/Skim Coat / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-029	921031751-29.1	No	NAD
Location: Walls/Ceiling Throughout / Plaster/Skim Coat / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Skim Coat			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-029	921031751-29.2	No	NAD
Location: Walls/Ceiling Throughout / Plaster/Skim Coat / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-030	921031751-30.1	Yes	Trace (<1 %) (by CVES) by Dennis Liu on 04/01/21
<p>Location: Walls/Ceiling Throughout /Drywall/Joint Compound Tape / White</p> <p>Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %</p>			
MCH-030	921031751-30.2	No	NAD (by CVES) by Dennis Liu on 04/01/21
<p>Location: Walls/Ceiling Throughout /Drywall/Joint Compound Tape / White</p> <p>Analyst Description: Brown/White, Heterogeneous, Fibrous, Drywall Asbestos Types: Other Material: Cellulose 20 %, Non-fibrous 80 %</p>			

Reporting Notes:

(1) Physically inseparable layers in sample. Sample composited for analysis.

Analyzed By: Dennis Liu  Date Analyzed: 4/1/2021 4-1-21

*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

921031751



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC of CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-001	FLOOR - EAST/WEST HALL	9" X 9" VINYL FLOOR TILE/MASTIC	BROWN BLACK	D	5000 SF+	NF
MCH-002	FLOOR - KITCHEN		TAN BLACK	G	*SEE #001	
MCH-003	FLOOR - LOCKER ROOM		GRAY BLACK		*SEE #001	
MCH-004	FLOOR - EQUIPMT. STORAGE		LT. BROWN BLACK			
MCH-005	FLOOR - DRESSING RM		DR. GRAY BLACK			
MCH-006	FLOOR - DRS. WORK ROOM		GREEN BLACK			
MCH-007	FLOOR - N.E. CORNER - HALL	12" X 12" VINYL FLOOR TILE/MASTIC	TAN BLACK	G	6000 SF	NF
MCH-008	FLOOR - OFFICE		LT. BROWN BLACK		*SEE #007	
MCH-009	FLOOR - REST ROOM		BROWN BLACK			
MCH-010	FLOOR - SOUTH END N.S. EAST HALL		TAN BLACK			

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>Chris Lomaster</u> Print/Signature	<u>CSST-07-4204</u> Title	Inclusive Dates
2. <u>Calendac</u> Print/Signature	_____ Title	<u>3/29/21 08:00</u> Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

G02

921031751



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)		
MCH-011	BELOW CARPET - WAITING RM.	CARPET MASTIC	BROWN	G	3000 SF	NF		
MCH-012	BELOW CARPET - ADMIN OFFICE	↓	↓	↓	*SEE #011	↓		
MCH-013	BELOW CARPET - PATIENT LOUNGE				↓		↓	
MCH-014	WALL BASE - X-RAY OFFICE				3" BASE BOARD W/MASTIC		TAN / BROWN	G
MCH-015	WALL BASE - NORTH WAITING RM.	↓	↓	↓	*SEE #014	↓		
MCH-016	WALL BASE - N.S. WEST HALL				GRAY / BROWN		OFF WHITE / BROWN	500 LF
MCH-017	WALL BASE - HEAD NURSE OFFICE				6" BASE BOARD W/MASTIC		DK. BROWN / BLACK	
MCH-018	WALL BASE - LABOR OFFICE	3" BASE BOARD W/MASTIC	NARROW WHITE	↓	*SEE #14	↓		
MCH-019	WALL BASE - RECOVERY OFFICE	↓	↓		DK. BROWN / BROWN			
MCH-020	FLOOR - CAO OFFICE			9" X 9" VINYL FLOOR TILE / MASTIC	DK. BROWN / BLACK	G	*SEE #001	↓

Analytical Method: PLM

Turnaround Time: Same Day - 24-hr - 3 Day - 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>[Signature]</u> Print/Signature	<u>CSST-07-4204</u> Title	<u>3/24/21 8:00</u> Inclusive Dates
2. <u>Alenda [Signature]</u> Print/Signature	_____ Title	_____ Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

921031151



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/21

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-021	WALL PAPER - SURGERY ROOM	WALL COVERING MATERIAL	OLIVE	G/D	60 SF	NF
MCH-022	WALL - REST ROOM W.		YELLOW	G	100 SF	
MCH-023	WALL - HALL WAYS & OFFICES		OFF-WHITE		8,000 SF	
MCH-024	FLOOR - SURG. ROOMS	TERRAZZO FLOOR	TERRAZZO	G	500 SF	NF
MCH-025	WALLS/CEILING THROUGHOUT	PLASTER/COAT WALLS/CEILING	GRAY WHITE	G	16,000 SF	NF
MCH-026		DRYWALL/JOINT COMPOUND/TAPE	WHITE		15,000 SF	
MCH-027					SEE # 026	
MCH-028	WALLS/CEILING THROUGHOUT	PLASTER/SHIM COAT	GRAY WHITE	G	SEE # 025	NF
MCH-029						
MCH-030		DRYWALL/JOINT COMPOUND/TAPE	WHITE		SEE # 026	

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>[Signature]</u> Print/Signature	<u>CSST-07-4204</u> Title	
2. <u>Glenda L. [Signature]</u> Print/Signature		<u>3/29/21</u> 8:00 Inclusive Dates
3. _____ Print/Signature		

6026102



Please Reply To:

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24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants

Fax #:

Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Dennis Liu
AmeriSci Job #: 921031752

Subject: PLM 3 day Results

Client Project: EN8119; LIONAKIS; Mono
County Jail Hospital - Bridgeport,
CA

Date: Saturday, April 3, 2021

Time: 15:10:33

Comments:

Number of Pages:

1
(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
 Attn: Jerry Sherman
 9245 Activity Road
 Suite 103
 San Diego, CA 92126

Date Received 03/29/21 AmeriSci Job # 921031752

Date Examined 04/01/21 P.O. #

Page 1 of 7

RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-031	921031752-01L1	No	NAD
<p>Location: Ceiling - Throughout 85% Of Bldg. / 12" x 12" Acoustic Ceiling Tile - Random P.H. With Mastic / Gray / White / Dk. Brown (by CVES) by Dennis Liu on 04/01/21</p> <p>Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile</p> <p>Asbestos Types:</p> <p>Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %</p>			
MCH-031	921031752-01L2	No	NAD
<p>Location: Ceiling - Throughout 85% Of Bldg. / 12" x 12" Acoustic Ceiling Tile - Random P.H. With Mastic / Gray / White / Dk. Brown (by CVES) by Dennis Liu on 04/01/21</p> <p>Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic</p> <p>Asbestos Types:</p> <p>Other Material: Non-fibrous 100 %</p>			
MCH-032	921031752-02L1	No	NAD
<p>Location: Ceiling - 5% Of Bldg. / 12" x 12" Acoustic Ceiling Tile - Random P.H. With Mastic / White / Brown. / Dk. Brown (by CVES) by Dennis Liu on 04/01/21</p> <p>Analyst Description: Yellow/Beige, Heterogeneous, Fibrous, Ceiling Tile</p> <p>Asbestos Types:</p> <p>Other Material: Fibrous glass 70 %, Non-fibrous 30 %</p>			
MCH-032	921031752-02L2	No	NAD
<p>Location: Ceiling - 5% Of Bldg. / 12" x 12" Acoustic Ceiling Tile - Random P.H. With Mastic / White / Brown. / Dk. Brown (by CVES) by Dennis Liu on 04/01/21</p> <p>Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic</p> <p>Asbestos Types:</p> <p>Other Material: Non-fibrous 100 %</p>			
MCH-033	921031752-03	Yes	6 %
<p>Location: Ceiling - N.S. East Hall / Sprayed-On Acoustic Ceiling Coating / White (by CVES) by Dennis Liu on 04/01/21</p> <p>Analyst Description: White, Heterogeneous, Non-Fibrous, Spray-On Ceiling</p> <p>Asbestos Types: Chrysotile 6.0 %</p> <p>Other Material: Cellulose 30 %, Non-fibrous 64 %</p>			

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-034	921031752-04	Yes	6 %
Location: Ceiling - N.S. East Hall / Sprayed-On Acoustic Ceiling Coating / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Spray-On Ceiling			
Asbestos Types: Chrysotile 6.0 %			
Other Material: Cellulose 30 %, Non-fibrous 64 %			
MCH-035	921031752-05	Yes	6 %
Location: Ceiling - East / West Hall / Sprayed-On Acoustic Ceiling Coating / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Spray-On Ceiling			
Asbestos Types: Chrysotile 6.0 %			
Other Material: Cellulose 30 %, Non-fibrous 64 %			
MCH-036	921031752-06	No	NAD
Location: Above Ceiling - Front Lobby / Office / Thick Ceiling Insulation / Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Insulation			
Asbestos Types:			
Other Material: Cellulose 60 %, Non-fibrous 40 %			
MCH-037	921031752-07L1	No	NAD
Location: Ceiling - Lobby Office / 12" x 12" Acoustic Ceiling Tile / Mastic Fissure / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile			
Asbestos Types:			
Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			
MCH-037	921031752-07L2	No	NAD
Location: Ceiling - Lobby Office / 12" x 12" Acoustic Ceiling Tile / Mastic Fissure / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Tan, Heterogeneous, Non-Fibrous, Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-038	921031752-08L1	No	NAD
Location: Ceiling - Office / 12" x 12" ACT Smooth P.H. / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Material			
Asbestos Types:			
Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-038	921031752-08L2	Yes	Trace (<1 %)
Location: Ceiling - Office / 12" x 12" ACT Smooth P.H. / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <1. % Other Material: Non-fibrous 100 %			
MCH-039	921031752-09	Yes	5 %
Location: Behind Wood Panel Wall - Lobby / Wood Panel Glue / Dk. Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Glue Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-040	921031752-10L1	No	NAD
Location: Ceiling At Kitchen Entrance / 12" x 12" Acoustic Ceiling Panel / Mastic - Fissure / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Panel Asbestos Types: Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			
MCH-040	921031752-10L2	Yes	Trace (<1 %)
Location: Ceiling At Kitchen Entrance / 12" x 12" Acoustic Ceiling Panel / Mastic - Fissure / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <1. % Other Material: Non-fibrous 100 %			
MCH-041	921031752-11L1	No	NAD
Location: Ceiling - South Hallway - N.S.W. / 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile Asbestos Types: Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			
MCH-041	921031752-11L2	Yes	Trace (<1 %)
Location: Ceiling - South Hallway - N.S.W. / 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <1. % Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos ReportEN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-042	921031752-12L1	No	NAD
Location: Ceiling - Nurses Station/ 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile			
Asbestos Types:			
Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			
MCH-042	921031752-12L2	Yes	Trace (<1 %)
Location: Ceiling - Nurses Station/ 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types: Tremolite <1. %			
Other Material: Non-fibrous 100 %			
MCH-043	921031752-13	Yes	25 %
Location: Ceiling Soffit Above Kitchen Sink / Transite (2' x 2') Panels / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Transite			
Asbestos Types: Chrysotile 25.0 %			
Other Material: Cellulose 20 %, Non-fibrous 55 %			
MCH-044	921031752-14	Yes	5 %
Location: Heater Tank At Sterile Room / Thermal System Insulation - Pipe Run / White			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: White, Heterogeneous, Fibrous, Insulation			
Asbestos Types: Amosite 5.0 %			
Other Material: Cellulose 30 %, Non-fibrous 65 %			
MCH-045	921031752-15	Yes	2 %
Location: Ext. Windows - East End / Ext. Window Putty / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Window Putty			
Asbestos Types: Chrysotile 2.0 %			
Other Material: Non-fibrous 98 %			
MCH-046	921031752-16	No	NAD
Location: Ext. Windows Main Entrance / Window Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Beige/Grey, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-047	921031752-17	No	NAD
Location: Ext. Door Main Entrance / Door Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Beige/Grey, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-048	921031752-18	No	NAD
Location: Laundry Room Dryer At Wall / Duct Tape / White			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Duct Wrap			
Asbestos Types:			
Other Material: Synthetic fibers 60 %, Non-fibrous 40 %			
MCH-049	921031752-19	No	NAD
Location: Ext. Door N.W. Entrance / Door Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-050	921031752-20	No	NAD
Location: Ext. Windows N.W. Corner / Window Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Beige/Grey, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-051	921031752-21	No	NAD
Location: Ext. Windows S.E. Corner / Window Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-052	921031752-22	No	NAD
Location: Ext. Door Mech. Rm. 'D' / Door Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA


Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-053	921031752-23	Yes	3 %
Location: On Ground - Separated At Mech. Rm. 'D' / Fire Block Door Insulation / Tan			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Tan, Heterogeneous, Non-Fibrous, Insulation Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			
MCH-054	921031752-24	No	NAD
Location: Floor - East / West Entrance / Concrete / Gray			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige/Grey, Heterogeneous, Non-Fibrous, Cementitious, Concrete Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-055	921031752-25L1	No	NAD
Location: Ext. Walls Throughout / Brick / Mortar / Red / Gray			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Red, Heterogeneous, Non-Fibrous, Brick Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-055	921031752-25L2	No	NAD
Location: Ext. Walls Throughout / Brick / Mortar / Red / Gray			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Mortar Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-056	921031752-26	No	NAD
Location: Ext. Windows South East Hall / Ext. Window Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Sealant Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-057	921031752-27	No	NAD
Location: HVAC Unit At Mech. Rm. 'A' / Duct / Wall HVAC Tape / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige, Heterogeneous, Non-Fibrous, Duct Insulation Asbestos Types: Other Material: Synthetic fibers 40 %, Non-fibrous 60 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-058	921031752-28 Location: Pipes At Mech. Rm. 'A' / TSI Elbow's (3") / White	No	NAD (by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, TSI Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-059	921031752-29 Location: Pipes At Mech. Rm. 'A' / 6" TSI Elbow / Gray	Yes	20 % (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, TSI Asbestos Types: Chrysotile 20.0 % Other Material: Cellulose 30 %, Non-fibrous 50 %			
MCH-060	921031752-30 Location: Pipes At Mech. Rm. 'A' / Soft Runs Wrap / FG / White / Yellow	No	NAD (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Yellow/White, Heterogeneous, Non-Fibrous, Wrap Asbestos Types: Other Material: Fibrous glass 60 %, Synthetic fibers 30 %, Non-fibrous 10 %			

Reporting Notes:

Analyzed By: Dennis Liu ; Date Analyzed: 4/1/2021 4-5-21
*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

021031752



Asbestos Bulk Sample Log

Client: LIONAKIS Date: 3/24 ~ 3/26/2021
 Location: Mono County Jail Hospital - Bridgeport, CA Project Number: EN8119
 Collected By: CI/MT CAC of CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-031	CEILING - THROUGHOUT 80% OF BLDG.	12"X12" ACOUSTIC CEILING TILE - RANDOM P.H. WITH MASTIC	GRAY/WHITE DK. BROWN	G	11,000 SF	NF
MCH-032	CEILING - 5% OF BLDG.		WHITE/BROWN DK. BROWN	↓	700 SF	↓
MCH-033	CEILING - N.S. EAST HALL	SPRAYED-ON ACOUSTIC CEILING COATING	WHITE	G	2,200	F
MCH-034	↓	↓	↓	↓	↓	↓
MCH-035	CEILING - EAST/WEST HALL	↓	↓	↓	↓	↓
MCH-036	ABOVE CEILING FRONT LOBBY/OFFICE	THICK CEILING INSULATION	BROWN	G	350 SF	NF
MCH-037	CEILING - LOBBY OFFICE	12"X12" ACOUSTIC CEILING TILE / MASTIC	WHITE GRAY/DK. BROWN	G	20 SF	NF
MCH-038	CEILING - OFFICE	12"X12" ACOUSTIC CEILING TILE / MASTIC	↓	G	2,000 SF	NF
MCH-039	BEHIND WOOD PANEL WALL - LOBBY	WOOD PANEL GLUE	DK. BROWN	G	500 SF	NF
MCH-040	CEILING AT KITCHEN ENTRANCE	12"X12" ACOUSTIC CEILING PANEL / MASTIC - FIBRE	WHITE GRAY/DK. BROWN	G	25 SF	NF

Analytical Method: PLM Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. [Signature] CSST-07-4204
 Print/Signature Title
 2. [Signature]
 Print/Signature Title
 3. _____
 Print/Signature Title

Inclusive Dates: 3/29/21 - 8-20
 Inclusive Dates
 Inclusive Dates

GAD

021031752



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24/2021 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-041	CEILING - SOUTH HALLWAY - N.S.W.	12"X12" Acoustic Ceiling Tiles/Mastic - Random - Pkt.	White/Gray	G	*SEE #031	NF
MCH-042	CEILING - NURSES STATION	↓	DK. Brown	↓	↓	↓
MCH-043	CEILING SOFFIT ABOVE KITCHEN SINK	TRANSITE (2X2) PANELS	GRAY	G	48 SF	NF
MCH-044	HEATER TANK AT STERIL ROOM	THERMAL SYSTEM INSULATION - PIPE	WHITE	G	6 LF	NF
MCH-045	EXT. WINDOWS - EAST END	EXT. WINDOW PUTTY	GRAY	G	6 LF	NF
MCH-046	EXT. WINDOWS MAIN ENTRANCE	WINDOW FRAME SEALANT	GRAY	G	1200 LF	NF
MCH-047	EXT. DOOR MAIN ENTRANCE	DOOR FRAME SEALANT	GRAY	G	200 LF	NF
MCH-048	LAUNDRY ROOM DRYER AT WALL	DUCT TAPE	WHITE	G	10 SF	NF
MCH-049	EXT. DOOR N.W. ENTRANCE	DOOR FRAME SEALANT	GRAY	G	*SEE #047	NF
MCH-050	EXT. WINDOWS N.W. CORNER	WINDOW FRAME SEALANT	↓	↓	*SEE #046	NF

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- [Signature]
Print/Signature

CSST - 07-4204
Title
- Glenda L. [Signature]
Print/Signature

Title
- _____
Print/Signature

Title

Inclusive Dates
3/29/21
Inclusive Dates

Inclusive Dates

GD3

021031752



Asbestos Bulk Sample Log

Client: LIONAKIS Date: 3/24/2021 - 3/26/2021
 Location: Mono County Jail Hospital - Bridgeport, CA Project Number: EN8119
 Collected By: CL/MT CAC of CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-051	EXT. WINDOWS S.E. CORNER	WINDOW FRAME SEALANT	GRAY	G	# SEE #046	NF
MCH-052	EXT. DOOR MECH. RM. 'D'	DOOR FRAME SEALANT	GRAY	G	# SEE #047	NF
MCH-053	ON GROUND - SEPARATED AT MECH. RM. 'D'	FIRE BLOCK DOOR INSULATION	TAN	G/D	4 SF	F
MCH-054	FLOOR - EAST/WEST ENTRANCE	CONCRETE	GRAY	G	13,000 SF	NF
MCH-055	EXT. WALLS THROUGHOUT	BRICK/MORTAR	RED/GRAY	G	6,000 SF	NF
MCH-056	EXT. WINDOWS SOUTH EAST HALL	EXT. WINDOW FRAME SEALANT	GRAY	G	# SEE #046	NF
MCH-057	HVAC UNIT AT MECH. RM. 'A'	DUCT/WALL HVAC TAPE	WHITE	G	150 SF	NF
MCH-058	PIPES AT MECH. RM. 'A'	T.S.F. ELBOWS (3")	WHITE	G	100 EA	F
MCH-059	↓	6" T.S.F. ELBOW	GRAY	G	75 EA	F
MCH-060	↓	SOFTRYNS WRAP/FG	WHITE/YELLOW	G	1,000 LF	NF

Analytical Method: PLM Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. [Signature] Title: CSST-074204
 2. [Signature] Title: _____ Inclusive Dates: 3/24/21 - 3/26/21
 3. _____ Title: _____ Inclusive Dates: _____

GUD3



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308
Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants
Fax #:
Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Thu M. Nguyen
AmeriSci Job #: 921031753
Subject: PLM 3 day Results
Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Thursday, April 1, 2021
Time: 23:06:52
Comments:

Number of Pages: 10
(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 03/29/21
Date Examined 04/01/21

AmeriSci Job # 921031753
P.O. #
Page 1 of 7

RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-061 Location: Pipe System Mech. Rm. A / 'Soft' Pipe Run Wrap / Fiberglass / White / Orange Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %	921031753-01L1	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-061 Location: Pipe System Mech. Rm. A / 'Soft' Pipe Run Wrap / Fiberglass / White / Orange Analyst Description: Yellow, Heterogeneous, Fibrous, Fibrous Glass Asbestos Types: Other Material: Fibrous glass 98 %, Non-fibrous 2 %	921031753-01L2	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-062 Location: HVAC Units Mech. Room 'B' / Duct Tape Wrap / 2 Layers / White / Gray Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %	921031753-02L1	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-062 Location: HVAC Units Mech. Room 'B' / Duct Tape Wrap / 2 Layers / White / Gray Analyst Description: Grey, Homogeneous, Non-Fibrous, Duct Tape Asbestos Types: Other Material: Cellulose 25 %, Non-fibrous 75 %	921031753-02L2	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-063 Location: Pipe System Mech. Rm. 'B' / 'Soft' Pipe Run Wrap / Fiberglass / White / Yellow Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %	921031753-03L1	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-063 Location: Pipe System Mech. Rm. 'B' / 'Soft' Pipe Run Wrap / Fiberglass / White / Yellow Analyst Description: Yellow, Heterogeneous, Fibrous, Fibrous Glass Asbestos Types: Other Material: Fibrous glass 98 %, Non-fibrous 2 %	921031753-03L2	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-064 Location: Pipe System Mech. Rm. 'B' / 3" TSI Elbows / White Analyst Description: White, Heterogeneous, Fibrous, TSI Asbestos Types: Other Material: Cellulose 30 %, Non-fibrous 70 %	921031753-04	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-065 Location: Pipe System Mech. Rm. 'B' / 6" TSI Elbows / White / Gray Analyst Description: Grey, Heterogeneous, Fibrous, TSI Asbestos Types: Chrysotile 25.0 % Other Material: Non-fibrous 75 %	921031753-05L1	Yes	25 % (by CVES) by Thu M. Nguyen on 04/01/21
MCH-065 Location: Pipe System Mech. Rm. 'B' / 6" TSI Elbows / White / Gray Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %	921031753-05L2	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-066 Location: HVAC Units Mech. B / HVAC Unit Duct Gasket / Black Analyst Description: Black, Heterogeneous, Fibrous, Gasket Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %	921031753-06	Yes	5 % (by CVES) by Thu M. Nguyen on 04/01/21
MCH-067 Location: Mech. Rm. 'C' Boiler Tank / Boiler Tank Insulation / White Analyst Description: White, Heterogeneous, Fibrous, Insulation Asbestos Types: Chrysotile 5.0 %, Amosite 20.0 % Other Material: Non-fibrous 75 %	921031753-07L1	Yes	25 % (by CVES) by Thu M. Nguyen on 04/01/21

PLM Bulk Asbestos ReportEN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-067	921031753-07L2 Location: Mech. Rm. 'C' Boiler Tank / Boiler Tank Insulation / White	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap			
Asbestos Types:			
Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-068	921031753-08L1 Location: Pipe System Mech. Rm. 'C' / 'Soft' Pipe Run Wrap / Fiberglass / White / Orange	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Yellow, Heterogeneous, Fibrous, Fibrous Glass			
Asbestos Types:			
Other Material: Fibrous glass 98 %, Non-fibrous 2 %			
MCH-068	921031753-08L2 Location: Pipe System Mech. Rm. 'C' / 'Soft' Pipe Run Wrap / Fiberglass / White / Orange	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap			
Asbestos Types:			
Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-069	921031753-09L1 Location: Pipe System Mech. Rm. 'C' / 3" TSI Elbow / Gray	Yes	5 % (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Fibrous, TSI			
Asbestos Types: Chrysotile 5.0 %			
Other Material: Mineral Wool 40 %, Non-fibrous 55 %			
MCH-069	921031753-09L2 Location: Pipe System Mech. Rm. 'C' / 3" TSI Elbow / Gray	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap			
Asbestos Types:			
Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-070	921031753-10L1 Location: Pipe System Mech. Rm. 'C' / 6" TSI Elbow / Gray	Yes	5 % (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Fibrous, TSI			
Asbestos Types: Chrysotile 5.0 %			
Other Material: Mineral Wool 40 %, Non-fibrous 55 %			

PLM Bulk Asbestos ReportEN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-070	921031753-10L2 Location: Pipe System Mech. Rm. 'C' / 6" TSI Elbow / Gray	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-071	921031753-11L1 Location: Pipe System Mech. Rm. 'D' / 6" TSI Elbow / White	Yes	2 % (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, TSI Asbestos Types: Chrysotile 2.0 % Other Material: Mineral Wool 30 %, Non-fibrous 68 %			
MCH-071	921031753-11L2 Location: Pipe System Mech. Rm. 'D' / 6" TSI Elbow / White	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-072	921031753-12 Location: Pipe System Mech. Rm. 'D' / 3" TSI Elbow / White	Yes	10 % (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, TSI Asbestos Types: Chrysotile 5.0 %, Amosite 5.0 % Other Material: Non-fibrous 90 %			
MCH-073	921031753-13L1 Location: Pipe System Mech. Rm. 'D' / 'Soft' Pipe Run Wrap / Fiberglass / White / Pink	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Yellow, Heterogeneous, Fibrous, Fibrous Glass Asbestos Types: Other Material: Fibrous glass 98 %, Non-fibrous 2 %			
MCH-073	921031753-13L2 Location: Pipe System Mech. Rm. 'D' / 'Soft' Pipe Run Wrap / Fiberglass / White / Pink	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-074	921031753-14L1 Location: Ext. East / West Hall Entrance / 2-Layer Vapor Barrier / Black / Brown	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Black, Heterogeneous, Fibrous, Vapor Barrier Asbestos Types: Other Material: Cellulose 80 %, Non-fibrous 20 %			
MCH-074	921031753-14L2 Location: Ext. East / West Hall Entrance / 2-Layer Vapor Barrier / Black / Brown	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Brown, Heterogeneous, Fibrous, Vapor Barrier Asbestos Types: Other Material: Cellulose 90 %, Non-fibrous 10 %			
MCH-075	921031753-15.1 Location: Ext. East / West Hall Entrance / Ext. Stucco Plaster / Text. Coat / White / Gray	Yes	Trace (<1 %) (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Tan/White, Heterogeneous, Fibrous, Texture Coat Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
MCH-075	921031753-15.2 Location: Ext. East / West Hall Entrance / Ext. Stucco Plaster / Text. Coat / White / Gray	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Cementitious, Stucco Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-076	921031753-16.1 Location: Int. Wall - East / West Hall Ent. / Int. Stucco Plaster / White / Gray	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Cementitious, Stucco Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-076	921031753-16.2 Location: Int. Wall - East / West Hall Ent. / Int. Stucco Plaster / White / Gray	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Plaster Asbestos Types: Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

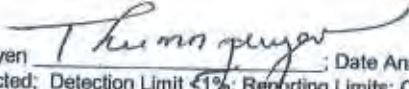
EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-077	921031753-17.1	No	NAD
Location: Ext. Wall At North Entrance / Ext. Stucco / Plaster / Text. Coat / White / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Cementitious, Stucco Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-077	921031753-17.2	No	NAD
Location: Ext. Wall At North Entrance / Ext. Stucco / Plaster / Text. Coat / White / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Beige/White, Heterogeneous, Non-Fibrous, Plaster Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-078	921031753-18	No	NAD
Location: HVAC Units - Mech. Rm. 'D' / Duct Tape Wrap / White			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Cementitious, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-079	921031753-19	Yes	5 %
Location: HVAC Units - Mech. Rm. 'D' / HVAC Unit Duct Gasket Material / Black / Silver			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Black, Homogeneous, Fibrous, Gasket Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-080	921031753-20L1	Yes	25 %
Location: Pipe System - Kitchen / 4" TSI Pipe Run / Wrap / White / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, TSI Asbestos Types: Amosite 25.0 % Other Material: Non-fibrous 75 %			
MCH-080	921031753-20L2	No	NAD
Location: Pipe System - Kitchen / 4" TSI Pipe Run / Wrap / White / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Reporting Notes:

Analyzed By: Thu M. Nguyen ; Date Analyzed: 4/1/2021 4-1-21
 *NAD = no asbestos detected; Detection Limit 1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

02031753



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24-3/26/2001

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SO)	Quantity (SF/LF)	Friability (F/NF)
MCH-061	PIPE SYSTEM MECH. RM. 'A'	'SOFT' PIPE RUN WRAP / FIBERGLASS	WHITE / ORANGE	G	2000 LF	NF
MCH-062	HVAC UNITS MECH. ROOM 'B'	DUCT TAPE WRAP	2 LAYERS WHITE/GRAY	G	50 LF P/UNIT	NF
MCH-063	PIPE SYSTEM MECH. RM. 'B'	'SOFT' PIPE RUN WRAP / FIBERGLASS	WHITE / YELLOW	G	*SEE #061	NF
MCH-064	↓	3" T.S.I. ELBOWS	WHITE	G	*SEE #058	F
MCH-065	↓	6" T.S.I. ELBOWS	WHITE / GRAY	G	*SEE #059	F
MCH-066	HVAC UNITS MECH. RM. 'B'	HVAC UNIT DUCT GASKET	BLACK	G	40 SF P/UNIT	NF
MCH-067	MECH. RM. 'C' BOILER TANK	BOILER TANK INSULATION	WHITE	G	80 SF	F
MCH-068	PIPE SYSTEM MECH. RM. 'C'	'SOFT' PIPE RUN WRAP / FIBERGLASS	WHITE / ORANGE	G	*SEE #061	NF
MCH-069	↓	3" T.S.I. ELBOW	GRAY	G	*SEE #058	F
MCH-070	↓	6" T.S.I. ELBOW	GRAY	G	*SEE #059	F

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- CHRIS L...

Print/Signature _____ Title OST - 07/4/01
- Glenda L...

Print/Signature _____ Title _____
- _____

Print/Signature _____ Title _____

Inclusive Dates
3/29/21e800
 Inclusive Dates

 Inclusive Dates

GDA

021031753



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SB)	Quantity (SF/LF)	Friability (F/NF)
MCH-071	PIPE SYSTEM MECH. RM. 'D'	6" T.S.I. ELBOW	WHITE	G	*SEE #059	F
MCH-072	↓	3" T.S.I. ELBOW	WHITE	G	*SEE #058	F
MCH-073	↓	'SOFT' PIPE RUN WRAP/FIBERGLASS	WHITE PINK	G	*SEE #061	NF
MCH-074	EXT. EAST/WEST MAIL ENTRANCE	2-LAYER VAPOR BARRIER	BLACK BROWN	G	10000 SF	NF
MCH-075	↓	EXT. STUCCO/PLASTER/TEXT. COAT	WHITE GRAY	G	200 SF	NF
MCH-076	INT. WALL - EAST/WEST MAIL EXT.	INT. STUCCO PLASTER	↓	↓	↓	NF
MCH-077	EXT. WALL AT NORTH ENTRANCE	EXT. STUCCO/PLASTER/TEXT. COAT	↓	G	200 SF	NF
MCH-078	HVAC UNITS - MECH. RM. 'D'	DUCT TAPE WRAP	WHITE	G	50 LF / UNIT	NF
MCH-079	↓	HVAC UNIT DUCT GASKET MATERIAL	BLACK SILVER	G	40 SF	NF
MCH-080	PIPE SYSTEM - KITCHEN	4" T.S.I. PIPE RUN/WRAP	WHITE GRAY	G	25 LF	F

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- | | | |
|--|------------------------------|---|
| 1. <u>[Signature]</u>
Print/Signature | <u>CSST-07-4204</u>
Title | <u>3/24/21 18:00</u>
Inclusive Dates |
| 2. <u>Gloria L. [Signature]</u>
Print/Signature | _____
Title | _____
Inclusive Dates |
| 3. _____
Print/Signature | _____
Title | _____
Inclusive Dates |



Please Reply To:

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Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants

Fax #:

Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Madeline Cumad
AmeriSci Job #: 921031761
Subject: PLM 3 day Results
Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Thursday, April 1, 2021
Time: 07:08:01
Comments:

Number of Pages: 4
(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 03/29/21 AmeriSci Job # 921031761
Date Examined 04/01/21 P.O. #
Page 1 of 2
RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCHMB-01 <i>Location: Maint. Bldg. Wall Base / Wall Base Sealant / Gray</i>	921031761-01	Yes	Trace (<1 %) (by CVES) by Madeline Cumad on 04/01/21
<i>Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant</i>			
<i>Asbestos Types: Chrysotile <1. %</i>			
<i>Other Material: Non-fibrous 100 %</i>			
MCHMB-02 <i>Location: Maint. Bldg. R.U Door Frame / Door Frame Sealant / Gray</i>	921031761-02	Yes	Trace (<1 %) (by CVES) by Madeline Cumad on 04/01/21
<i>Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant</i>			
<i>Asbestos Types: Chrysotile <1. %</i>			
<i>Other Material: Non-fibrous 100 %</i>			
MCHMB-03 <i>Location: Maint. Bldg. Windows / Window Frame Sealant / Gray</i>	921031761-03	Yes	Trace (<1 %) (by CVES) by Madeline Cumad on 04/01/21
<i>Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant</i>			
<i>Asbestos Types: Chrysotile <1. %</i>			
<i>Other Material: Non-fibrous 100 %</i>			
MCHMB-04 <i>Location: Floor Maint. Bldg. Base Slab / Concrete / Gray</i>	921031761-04	No	NAD (by CVES) by Madeline Cumad on 04/01/21
<i>Analyst Description: Grey/Beige, Heterogeneous, Non-Fibrous, Cementitious, Concrete</i>			
<i>Asbestos Types:</i>			
<i>Other Material: Non-fibrous 100 %</i>			
MCHHP-1 <i>Location: Heliport Ext. Surface / Asphalt / Black</i>	921031761-05	No	NAD (by CVES) by Madeline Cumad on 04/01/21
<i>Analyst Description: Black, Heterogeneous, Non-Fibrous, Cementitious, Asphalt</i>			
<i>Asbestos Types:</i>			
<i>Other Material: Non-fibrous 100 %</i>			

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-081	921031761-06	No	NAD
Location: HVAC Unit Mech. Room "A" / Vibration Dampner / Black			(by CVES) by Madeline Cumad on 04/01/21
Analyst Description: White/Black, Homogeneous, Fibrous, Vibration Dampener Asbestos Types: Other Material: Fibrous glass 5 %, Non-fibrous 95 %			

Reporting Notes:

Analyzed By: Madeline Cumad *MC*; Date Analyzed: 4/1/2021 4/1/21
 *NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced, except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: *MC*

021031761



Asbestos Bulk Sample Log

Client: LIONAKIS Date: 3/24 ~ 3/26/2021
 Location: Mono County Jail Hospital - Bridgeport, CA Project Number: EN8119
 Collected By: CL/MT CAC of CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCHMB-01	MAINT. BLDG. WALK BASE	WALK BASE SEALANT	GRAY	G	500 SF TOTAL	NF
MCHMB-02	MAINT. BLDG. R-U. DOOR FRAME	DOOR FRAME SEALANT	↓	↓	↓	↓
MCHMB-03	MAINT. BLDG. WINDOWS	WINDOW FRAME SEALANT	↓	↓	↓	↓
MCHMB-04	FLOOR-MAINT. BLDG. BASE SLAB	CONCRETE	GRAY	G	2500 SF	NF
MCHHP-1	AIRPORT EXT. SURFACE	ASPHALT	BLACK	G	15000 SF	NF
MCH-081	HVAC UNIT MECH. ROOM 'A'	VIBRATION DAMPNER	BLACK	G	40 SF	NF

Analytical Method: PLM Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and christ@groupdelta.com

CHAIN OF CUSTODY:

1. [Signature] Title: CSST - 07-4204
 2. Glenda L. [Signature] Title: _____ Inclusive Dates: 3/24/21 to 8:00
 3. _____ Title: _____ Inclusive Dates: _____

GDD



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FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants

Fax #:

Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Thu M. Nguyen

AmeriSci Job #: 921041229

Subject: PLM 1000 point count 3 day Result

Client Project: EN8119; LIONAKIS; Mono
County Jail Hospital - Bridgeport,
CA

Date: Thursday, April 15, 2021

Time: 19:56:38

Comments:

Number of Pages: _____

(including cover sheet)

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24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 04/12/21 AmeriSci Job # 921041229
Date Examined 04/15/21 P.O. #
Page 1 of 1
RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-075	921041229-01	Yes	Trace (<0.1 % pc) (by 1000 pt ct) by Thu M. Nguyen on 04/15/21
Analyst Description: Tan/White, Heterogeneous, Fibrous, Texture Coat Asbestos Types: Chrysotile <0.1 % pc Other Material: Non-Asbestos/Inert 48.7 %			

Reporting Notes:

Analyzed By: Thu M. Nguyen *Thu M. Nguyen*; Date Analyzed: 4/15/2021

4.15.21

*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: _____

921041229

Subject: Point Cunt Request
From: Kirk Hopka <kirkh@groudelta.com>
Date: 4/12/2021, 12:18
To: "ameriscila@amerisci.com" <ameriscila@amerisci.com>

Can you please perform 3 day TAT 1,000 pt. ct. on sample:
MCH-075



Kirk Hopka | Hazardous Materials Project Manager
Group Delta
370 Amapola Ave., Suite 212
Torrance, CA 90501
Office: (310) 320-5100
Mobile: (951) 907-1553
Email: kirkh@groudelta.com
Visit us on the web at <http://www.GroupDelta.com>



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Attachments:

921031753E.pdf

483 KB

0210317530m

Asbestos Bulk Sample Log

924041229



Client: LIONAKIS

Date: 3/24~3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample #	Sample Location	Material	Color	Condition (G/D)	Quantity (SF)	Friability (F/NF)
MCH-071	PIPE SYSTEM MECH. RM. 'D'	6" T.S.I. ELBOW	WHITE	G	*SEE #059	F
MCH-072	↓	3" T.S.I. ELBOW	WHITE	G	*SEE #058	F
MCH-073	↓	'SOFT' PIPE RUN WRAP/FIREGLASS	WHITE PINK	G	*SEE #061	NF
MCH-074	EXT. EAST/WEST HAIL ENTRANCE	2-LAYER VAPOUR BARRIER	BLACK BROWN	G	1000 SF	NF
MCH-075	↓	EXT. STUCCO/ PLASTER/TEXT. CONT	WHITE GRAY	G	200 SF	NF
MCH-076	INT. WALL - EAST/ WEST HAIL ENT.	INT. STUCCO PLASTER	↓	↓	↓	NF
MCH-077	EXT. WALL AT NORTH ENTRANCE	EXT. STUCCO/ PLASTER/TEXT. CONT	↓	G	200 SF	NF
MCH-078	HVAC UNITS - MECH. RM. 'D'	DUCT TAPE WRAP	WHITE	G	50 LF #1 UNIT	NF
MCH-079	↓	HVAC UNIT DUCT GASKET MATERIAL	BLACK SILVER	G	40 SF	NF
MCH-080	PIPE SYSTEM - KITCHEN	4" T.S.I. PIPE RUN/WRAP	WHITE GRAY	G	25 LF	F

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- [Signature]
Print/Signature
- Glenda L. [Signature]
Print/Signature
- _____
Print/Signature

CSST-07-4204
Title

Title

Title

Inclusive Dates
3/24/21 to 3/26/21
Inclusive Dates

Inclusive Dates



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308
Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants

Fax #:

Email: jerrys@groupdelta.com,miket@groupdelta.com,kirkh
@groupdelta.com,chrisl@groupdelta.com

From: Thu M. Nguyen
AmeriSci Job #: 921041233
Subject: PLM 1000 point count 3 day Result
Client Project: EN8119; LIONAKIS; Mono
County Jail Hospital - Bridgeport,
CA

Date: Saturday, April 17, 2021
Time: 09:43:38

Comments:

Number of Pages: 7

(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 04/12/21 **AmeriSci Job #** 921041233
Date Examined 04/17/21 **P.O. #**
Page 1 of 2
RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-014 Location: Wall Base - X-Ray Office / 3" Base Board w/Mastic / Tan/Brown	921041233-01	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <0.1 % pc Other Material: Non-Asbestos/Inert 74.5 % Comment: Heat Sensitive (organic): 48.6%; Acid Soluble (inorganic): <<<<%; Inert (Non-asbestos): 74.5%			
MCH-015 Location: Wall Base - North Waiting Rm. / 3" Base Board w/Mastic / Gray/Brown	921041233-02	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <0.1 % pc Other Material: Non-Asbestos/Inert 72 % Comment: Heat Sensitive (organic): 43.6%; Acid Soluble (inorganic): <<<<%; Inert (Non-asbestos): 72.0%			
MCH-016 Location: Wall Base - N.S. West Hall / 3" Base Board w/Mastic / Off-White/Brown	921041233-03	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <0.1 % pc Other Material: Non-Asbestos/Inert 18.1 % Comment: Heat Sensitive (organic): 38.4%; Acid Soluble (inorganic): 43.5%; Inert (Non-asbestos): 18.1%			
MCH-019 Location: Wall Base - Recovery Office / 3" Base Board w/Mastic / Dk. Brown/Brown	921041233-04	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile <0.1 % pc Other Material: Non-Asbestos/Inert 35.6 % Comment: Heat Sensitive (organic): 41.9%; Acid Soluble (inorganic): 22.5%; Inert (Non-asbestos): 35.6%			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-026	921041233-05	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
<p>Location: Walls/Ceilings Throughout / Drywall/ Joint Compound Tape / White</p> <p>Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound</p> <p>Asbestos Types: Chrysotile <0.1 % pc</p> <p>Other Material: Non-Asbestos/Inert 31.5 %</p> <p>Comment: Heat Sensitive (organic): 30.1%; Acid Soluble (inorganic): 38.4%; Inert (Non-asbestos): 31.5%</p>			
MCH-027	921041233-06	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
<p>Location: Walls/Ceilings Throughout / Drywall/Joint Compound Tape / White</p> <p>Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound</p> <p>Asbestos Types: Chrysotile <0.1 % pc</p> <p>Other Material: Non-Asbestos/Inert 34.7 %</p> <p>Comment: Heat Sensitive (organic): 28.0%; Acid Soluble (inorganic): 37.3%; Inert (Non-asbestos): 34.7%</p>			
MCH-030	921041233-07	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
<p>Location: Walls/Ceiling Throughout /Drywall/Joint Compound Tape / White</p> <p>Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound</p> <p>Asbestos Types: Chrysotile <0.1 % pc</p> <p>Other Material: Non-Asbestos/Inert 34.2 %</p> <p>Comment: Heat Sensitive (organic): 11.8%; Acid Soluble (inorganic): 54.0%; Inert (Non-asbestos): 34.2%</p>			

Reporting Notes:

(1) EPA 1000 Point Count Analysis performed on inert residue remaining after 480C heat and HCl acid treatments.

Analyzed By: Thu M. Nguyen *Thu M. Nguyen* Date Analyzed: 4/17/2021 4.17.21
 *NAD = no asbestos detected; Detection Limit <1% Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: *[Signature]*

92104/233

Subject: Point Count Request
From: Kirk Hopka <kirkh@groupdelta.com>
Date: 4/12/2021, 12:29
To: "ameriscila@amerisci.com" <ameriscila@amerisci.com>
CC: Jerry Sherman <jerrys@groupdelta.com>

Can you please perform 3 day TAT 1,000 pt. ct. on samples:

MCH-014

MCH-015

MCH-016

MCH-019

MCH-026, MCH-027, MCH-030 Joint Compound (Stop at 1st positive above 0.1%)



Kirk Hopka | Hazardous Materials Project Manager
Group Delta
370 Amapola Ave., Suite 212
Torrance, CA 90501

Office: (310) 320-5100
Mobile: (951) 907-1553
Email: kirkh@groupdelta.com
Visit us on the web at <http://www.GroupDelta.com>



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Rec'd by PJ
4/12/21 12:30
4/12/2021, 12:30

021041233
 921031751



Asbestos Bulk Sample Log

Client: LIONAKIS Date: 3/24 ~ 3/26/2021
 Location: Mono County Jail Hospital - Bridgeport, CA Project Number: EN8119
 Collected By: CL/MT CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-001	FLOOR - EAST/WEST HALL	9" X 9" VINYL FLOOR TILE/MASSE	BROWN BLACK	D	8000 SF+	NF
MCH-002	FLOOR - KITCHEN		TAN BLACK	G	*SEE #001	
MCH-003	FLOOR - LOCKER ROOM		GRAY BLACK		*SEE #001	
MCH-004	FLOOR - EQUIPMT. STORAGE		LT. BROWN BLACK			
MCH-005	FLOOR - PRESSING RM		DR. GRAY BLACK			
MCH-006	FLOOR - DRS. WORK ROOM		GREEN BLACK	↓	↓	↓
MCH-007	FLOOR - N.E. CORNER - HALL	12" X 12" VINYL FLOOR TILE/MASSE	TAN BLACK	G	6,000 SF	NF
MCH-008	FLOOR - OFFICE		LT. BROWN BLACK		*SEE #007	
MCH-009	FLOOR - REST ROOM		BROWN BLACK			
MCH-010	FLOOR - SOUTH END N.S. EAST HALL		TAN BLACK	↓	↓	↓

Analytical Method: PLM Turnaround Time: Same Day 24-hr 3 Day 5 Day
 Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>Chris Lowmaster</u> Print/Signature	<u>CSST-07-4204</u> Title	Inclusive Dates
2. <u>Calinda C. ...</u> Print/Signature	_____ Title	<u>3/29/21 08:00</u> Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

GDZ

92104/233
 92103/751



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No.: 07-4204

Sample No	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-011	BELOW CARPET - WAITING RM.	CARPET MASTIC	BROWN	G	3000 SF	NF
MCH-012	BELOW CARPET - ADMIN OFFICE				*SEE #011	
MCH-013	BELOW CARPET - PATIENT LOUNGE					
MCH-014	WALL BASE - X-RAY OFFICE	3" BASE BOARD w/MASTIC	TAN / BROWN	G	6000 LF	NF
MCH-015	WALL BASE - NORTH WAITING RM.		GRAY / BROWN		*SEE #014	
MCH-016	WALL BASE - NLS. WEST HALL		OFF WHITE / BROWN			
MCH-017	WALL BASE - HEAD NURSE OFFICE	6" BASE BOARD w/MASTIC	DK. BROWN / BLACK		500 LF	
MCH-018	WALL BASE - LABOR OFFICE	3" BASE BOARD w/MASTIC	NARROW N / WHITE		*SEE #14	
MCH-019	WALL BASE - RECOVERY OFFICE		DK. BROWN / BROWN			
MCH-020	FLOOR - CAO-OFFICE	9" X 9" VINYL FLOORING/MASTIC	DK. BROWN / BLACK	G	*SEE #001	

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>[Signature]</u> Print/Signature	<u>CSST-07-4204</u> Title	<u>3/24/21 9:00</u> Inclusive Dates
2. <u>Alenda L. [Signature]</u> Print/Signature	_____ Title	_____ Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

021041233
021031151



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/21

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-021	WALL PAPER - SURGERY ROOM	WALL COVERING MATERIAL	OLIVE	G/D	60 SF	NF
MCH-022	WALL - REST ROOM W.		YELLOW	G	100 SF	
MCH-023	WALL - HALLWAYS & OFFICES		OFF-WHITE		8,000 SF	
MCH-024	FLOOR - SURG. ROOMS	TERRAZZO FLOOR	TERRAZZO	G	500 SF	NF
MCH-025	WALLS/CEILING THROUGHOUT	PLASTER/COAT WALLS/CEILING	GRAY WHITE	G	16,000 SF	NF
MCH-026		DRYWALL/JOINT COMPOUND/TAPE	WHITE		5,000 SF	
MCH-027					SEE # 026	
MCH-028	WALLS/CEILING THROUGHOUT	PLASTER/SHIM COAT	GRAY WHITE	G	SEE # 025	NF
MCH-029						
MCH-030		DRYWALL/JOINT COMPOUND/TAPE	WHITE		SEE # 026	

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>[Signature]</u> Print/Signature	<u>CSST-074204</u> Title	
2. <u>Glenda L. [Signature]</u> Print/Signature		Inclusive Dates <u>3/29/21 to 8:00</u> Inclusive Dates
3. _____ Print/Signature		Inclusive Dates

61026102



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308
Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants
Fax #:
Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Madeline Cumad
AmeriSci Job #: 921041234
Subject: PLM 1000 point count 3 day Result
Client Project: EN8119; LIONAKIS; Mono
County Jail Hospital - Bridgeport,
CA

Date: Friday, April 16, 2021
Time: 13:51:30
Comments:

Number of Pages: 4
(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 04/12/21
Date Examined 04/16/21

AmeriSci Job # 921041234
P.O. #
Page 1 of 2

RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-038	921041234-01L1	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Location: Ceiling - Office / 12" x 12" ACT Smooth P.H. / White / Gray / Dk. Brown			
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Material			
Asbestos Types: Tremolite <0.1 % pc			
Other Material: Non-fibrous 47.9 %			
Comment: Heat Sensitive (organic): 50.9%; Acid Soluble (inorganic): 1.1%; Inert (Non-asbestos): 47.9%			
MCH-040	921041234-02L1	Yes	0.1 % pc ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Location: Ceiling At Kitchen Entrance / 12" x 12" Acoustic Ceiling Panel / Mastic - Fissure / White / Gray / Dk. Brown			
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Panel			
Asbestos Types: Tremolite 0.1 %			
Other Material: Non-fibrous 47.7 %			
Comment: Heat Sensitive (organic): 47.6%; Acid Soluble (inorganic): 4.6%; Inert (Non-asbestos): 47.7%			
MCH-041	921041234-03L1	Yes	0.1 % pc ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Location: Ceiling - South Hallway - N.S.W. / 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown			
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile			
Asbestos Types: Tremolite 0.1 %			
Other Material: Non-fibrous 48.6 %			
Comment: Heat Sensitive (organic): 45.5%; Acid Soluble (inorganic): 5.8%; Inert (Non-asbestos): 48.6%			
MCH-042	921041234-04L1	Yes	0.2 % pc ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Location: Ceiling - Nurses Station/ 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown			
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile			
Asbestos Types: Tremolite 0.2 %			
Other Material: Non-fibrous 48.7 %			
Comment: Heat Sensitive (organic): 49.8%; Acid Soluble (inorganic): 1.4%; Inert (Non-asbestos): 48.7%			

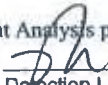
Client Name: Group Delta Consultants

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Reporting Notes:

(1) EPA 1000 Point Count Analysis performed on inert residue remaining after 480C heat and HCl acid treatments.

Analyzed By: Madeline Cumad ; Date Analyzed: 4/16/2021 4-16-21
*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

921041234

Subject: Point Count Request
From: Kirk Hopka <kirkh@groupdelta.com>
Date: 4/12/2021, 12:10
To: "ameriscila@amerisci.com" <ameriscila@amerisci.com>

Can you please perform 3 day TAT 1,000 pt. ct. on samples:
MCH-038
MCH-040
MCH-041
MCH-042
Stop at 1st positive above 0.1%



Kirk Hopka | Hazardous Materials Project Manager
Group Delta
370 Amapola Ave., Suite 212
Torrance, CA 90501

Office: (310) 320-5100
Mobile: (951) 907-1553
Email: kirkh@groupdelta.com
Visit us on the web at <http://www.GroupDelta.com>



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Attachments:

921031752E.pdf

548 KB

~~021031752~~ *EM*



Asbestos Bulk Sample Log

921041234

Client: LIONAKIS

Date: 3/24/~3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-041	CEILING - SOUTH HALLWAY - N.S.W.	12"X12" ACOUSTIC CEILING TILE/INSULATION - RANDOM - PLT	white/gray DK. Brown	G	*SEE #031	NF
MCH-042	CEILING - NURSES STATION	↓	↓	↓	↓	↓
MCH-043	CEILING SOFFIT ABOVE KITCHEN SINK	TRANSITE (2X1) PANELS	GRAY	G	48 SF	NF
MCH-044	HEATER TANK AT STERIL ROOM	THERMAL SYSTEM INSULATION - PIPE RUN	WHITE	G	6 LF	NF
MCH-045	EXT. WINDOWS - EAST END	EXT. WINDOW PUTTY	GRAY	G	6 LF	NF
MCH-046	EXT. WINDOWS MAIN ENTRANCE	WINDOW FRAME SEALANT	GRAY	G	1200 LF	NF
MCH-047	EXT. DOOR MAIN ENTRANCE	DOOR FRAME SEALANT	GRAY	G	200 LF	NF
MCH-048	LAUNDRY ROOM DRYER AT WALL	DUCT TAPE	WHITE	G	10 SF	NF
BACH-049	EXT. DOOR N.W. ENTRANCE	DOOR FRAME SEALANT	GRAY	G	*SEE #047	NF
MCH-050	EXT. WINDOWS N.W. CORNER	WINDOW FRAME SEALANT	↓	↓	*SEE #046	NF

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u><i>[Signature]</i></u> Print/Signature	<u>PLM - 07-4204</u> Title	<u>3/29/21 08:20</u> Inclusive Dates
2. <u><i>[Signature]</i></u> Print/Signature	_____ Title	_____ Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

G03

07/04/2021 11:20

921031752 



Asbestos Bulk Sample Log

921041234

Client: LIONAKIS

Date 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204


Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Integrity (F/NF)
MCH-031	CEILING - THROUGHOUT 80% OF BLDG.	12"X12" ACOUSTIC CEILING TILE-RANDOM MAT. WITH MATSIC	GRAY/WHITE DK. BROWN	G	11,000 SF	NF
MCH-032	CEILING - 5% OF BLDG.	↓	WHITE/BROWN DK. BROWN	↓	700 SF	↓
MCH-033	CEILING - N.S. EAST HALL	SPRAYED-ON ACOUSTIC CEILING COATING	WHITE	G	2,200	F
MCH-034	↓	↓	↓	↓	↓	↓
MCH-035	CEILING - EAST/WEST HALL	↓	↓	↓	↓	↓
MCH-036	ABOVE CEILING FRONT LOBBY/OFFICE	THICK CEILING INSULATION	BROWN	G	350 SF	NF
MCH-037	CEILING - LOBBY OFFICE	12"X12" ACOUSTIC CEILING TILE/MATSIC	WHITE GRAY/DK. BROWN	G	20 SF	NF
MCH-038	CEILING - OFFICE	12"X12" ACOUSTIC SMOOTH P.H.	↓	G	2,000 SF	NF
MCH-039	BEHIND WOOD PANEL WALL - LOBBY	WOOD PANEL GLUE	DK. BROWN	G	500 SF	NF
MCH-040	CEILING AT KITCHEN ENTRANCE	12"X12" ACOUSTIC CEILING PANEL/MATSIC - FIBRE	WHITE GRAY DK. BROWN	G	25 SF	NF

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1.  Print/Signature	<u>CSST-07-4204</u> Title	Inclusive Dates
2. <u>clental-ym</u> Print/Signature	_____ Title	<u>3/29/21-8-0</u> Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

6/23

03/24/2021 11:01:20 AM



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants
Fax #:
Email: jerrys@groupdelta.com,miket@groupdelta.com,kirkh@groupdelta.com,chrisl@groupdelta.com

From: Madeline Cumad
AmeriSci Job #: 921041235
Subject: PLM 1000 point count 3 day Result
Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Friday, April 16, 2021
Time: 14:20:00
Comments:

Number of Pages: _____
(including cover sheet)

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24416 S. Main Street, Ste 308
Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 04/12/21 AmeriSci Job # 921041235
Date Examined 04/16/21 P.O. #
Page 1 of 1
RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCHMB-01 Location: Maint. Bldg. Wall Base / Wall Base Sealant / Gray	921041235-01	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant Asbestos Types: Chrysotile <0.1 % pc Other Material: Non-fibrous 10.1 % Comment: Heat Sensitive (organic): 47.9%; Acid Soluble (inorganic): 42.0%; Inert (Non-asbestos): 10.1%			
MCHMB-02 Location: Maint. Bldg. R.U Door Frame / Door Frame Sealant / Gray	921041235-02	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant Asbestos Types: Chrysotile <0.1 % pc Other Material: Non-fibrous 10.6 % Comment: Heat Sensitive (organic): 47.5%; Acid Soluble (inorganic): 41.9%; Inert (Non-asbestos): 10.6%			
MCHMB-03 Location: Maint. Bldg. Windows / Window Frame Sealant / Gray	921041235-03	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant Asbestos Types: Chrysotile <0.1 % pc Other Material: Non-fibrous 5.1 % Comment: Heat Sensitive (organic): 47.1%; Acid Soluble (inorganic): 47.9%; Inert (Non-asbestos): 5.1%			

Reporting Notes:

(1) EPA 1000 Point Count Analysis performed on inert residue remaining after 480C heat and HCl acid treatments.

Analyzed By: Madeline Cumad MC; Date Analyzed: 4/16/2021 4/16/21
*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: MC

92104 1235
~~021051761~~



Asbestos Bulk Sample Log

Client: LIONAKIS Date: 3/24 ~ 3/26/2021
 Location: Mono County Jail Hospital - Bridgeport, CA Project Number: EN8119
 Collected By: CL/MT CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCHMB-01	MAINT. BLDG. WALL BASE	WALL BASE SEALANT	GRAY	G	500 SF TOTAL	NF
MCHMB-02	MAINT. BLDG. R.U. DOOR FRAME	DOOR FRAME SEALANT	↓	↓	↓	↓
MCHMB-03	MAINT. BLDG. WINDOWS	WINDOW FRAME SEALANT	↓	↓	↓	↓
MCHMB-04	FLOOR-MAINT. BLDG. BASE SLAB	CONCRETE	GRAY	G	2,500 SF	NF
MCHMP-1	HQ/PORT EXT. SURFACE	ASPHALT	BLACK	G	1,500 SF	NF
MCH-081	HVAC UNIT MECH. ROOM 'A'	VIBRATION DAMPNER	BLACK	G	40 SF	NF

Analytical Method: PLM Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. [Signature] Title: CSST - 07-4204
 Print/Signature
 2. Granda L. Gyr Title: _____
 Print/Signature
 3. _____ Title: _____
 Print/Signature
 Inclusive Dates: 3/29/21 @ 8:00
 Inclusive Dates
 Inclusive Dates

GDD

Point Count Request

921041235

Subject: Point Count Request
From: Kirk Hopka <kirkh@groupdelta.com>
Date: 4/12/2021, 12:42
To: "ameriscila@amerisci.com" <ameriscila@amerisci.com>
CC: Jerry Sherman <jerrys@groupdelta.com>

Can you please perform 3 day TAT 1,000 pt. ct. on samples:
MCHMB-01
MCHMB-02
MCHMB-03
Stop at 1st positive above 0.1%



Kirk Hopka | Hazardous Materials Project Manager
Group Delta
370 Amapola Ave., Suite 212
Torrance, CA 90501

Office: (310) 320-5100
Mobile: (951) 907-1553
Email: kirkh@groupdelta.com
Visit us on the web at <http://www.GroupDelta.com>



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Attachments:

921031761E.pdf

184 KB

Rec'd by JSH
4/12/21 e 13:15

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

Chris A Lemaster



Name
Certification No. 07-4204
Expires on 07/19/21

This certification was issued by the Division of Occupational Safety and Health as authorized by Section 7140 of title 8 of the Business and Professions Code.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Christopher Lemaster

CERTIFICATE TYPE:

Lead Sampling Technician

NUMBER:

LRC-00007564

EXPIRATION DATE:

9/29/2021

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdoh.ca.gov/programs/clob or calling (800) 597-LEAD.

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant



Kirk J Hopka

Name

Certification No. 96-2078

Expires on 11/08/21

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7100 et seq. of the Business and Professions Code.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Kirk Hopka

CERTIFICATE TYPE:

Lead Inspector/Assessor
Lead Project Monitor

NUMBER:

LRC-00004527
LRC-00004526

EXPIRATION DATE:

1/31/2022
1/31/2022

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Michael Fitzsimons Toomey

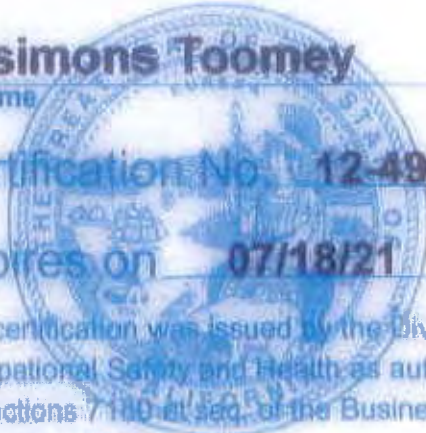
Name



Certification No. **12-4909**

Expires on **07/18/21**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7100 et seq. of the Business and Professions Code.





STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Inspector/Assessor	LRC-00006063	5/11/2021
Michael Toomey	Lead Project Monitor	LRC-00006062	5/11/2021

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.

* * Transmit Confirmation Report * *

P1

05/04/2021 05:38

TTI#:

TTI Number:

Distant Station	Resolution	Start Time	Time	Page	Kind	Result	Error Code	Message
15106205656	Normal	05/04 05:37	00'10"	1		#	OK	

State of California—Health and Human Services Agency

California Department of Public Health

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation: 04/08/2021

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

Lead Inspection Risk Assessment Clearance Other (specify): Limited Lead Inspection

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address (number, street, apartment (if applicable)) 221 Twin Lakes Rd.		City Bridgeport	County Mono	Zip Code 92584
Construction date (year) of structure 1060	Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Other (specify): Hospital	Children living in structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know		

Section 4 — Owner of Structure (if business/agency, list contact person)

Name County of Mono-Mono Gen. Hospital	Telephone number (760) 932-5440	
Address (number, street, apartment (if applicable)) 74 North School Street, PO Box 467	City Bridgeport	State California

Section 5 —

No lead-based paint Intact lead-based paint Deteriorated lead based paint

No lead hazards detected Lead-contaminated dust found Lead-contaminated soil found Other

Section 6 — Individual Conducting Lead Hazard Evaluation

Name Mike Toomey	Telephone number (858) 536-1000		
Address (number, street, apartment (if applicable)) 9245 Actvity Road, Suite 103	City San Diego	State CA	Zip Code 92126
CDPH certification number LRC-000006083	Signature <i>Mike Toomey</i>	Date 05/04/21	

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone

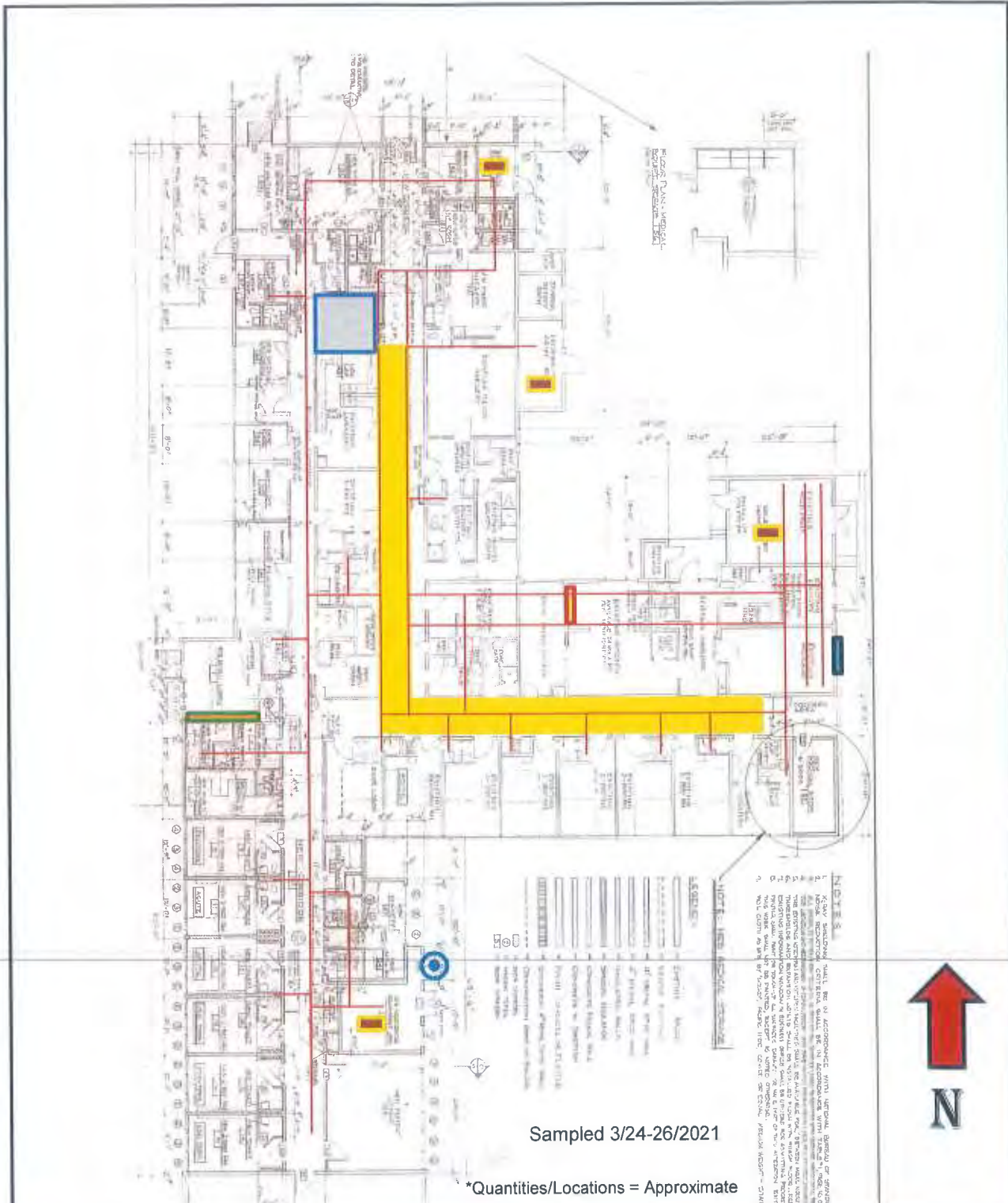
First copy and attachments retained by inspector

Third copy only (no attachments) mailed or faxed to:

Second copy and attachments retained by owner

California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
Fax: (510) 620-5656

APPENDIX B
ABATEMENT DRAWINGS



Sampled 3/24-26/2021

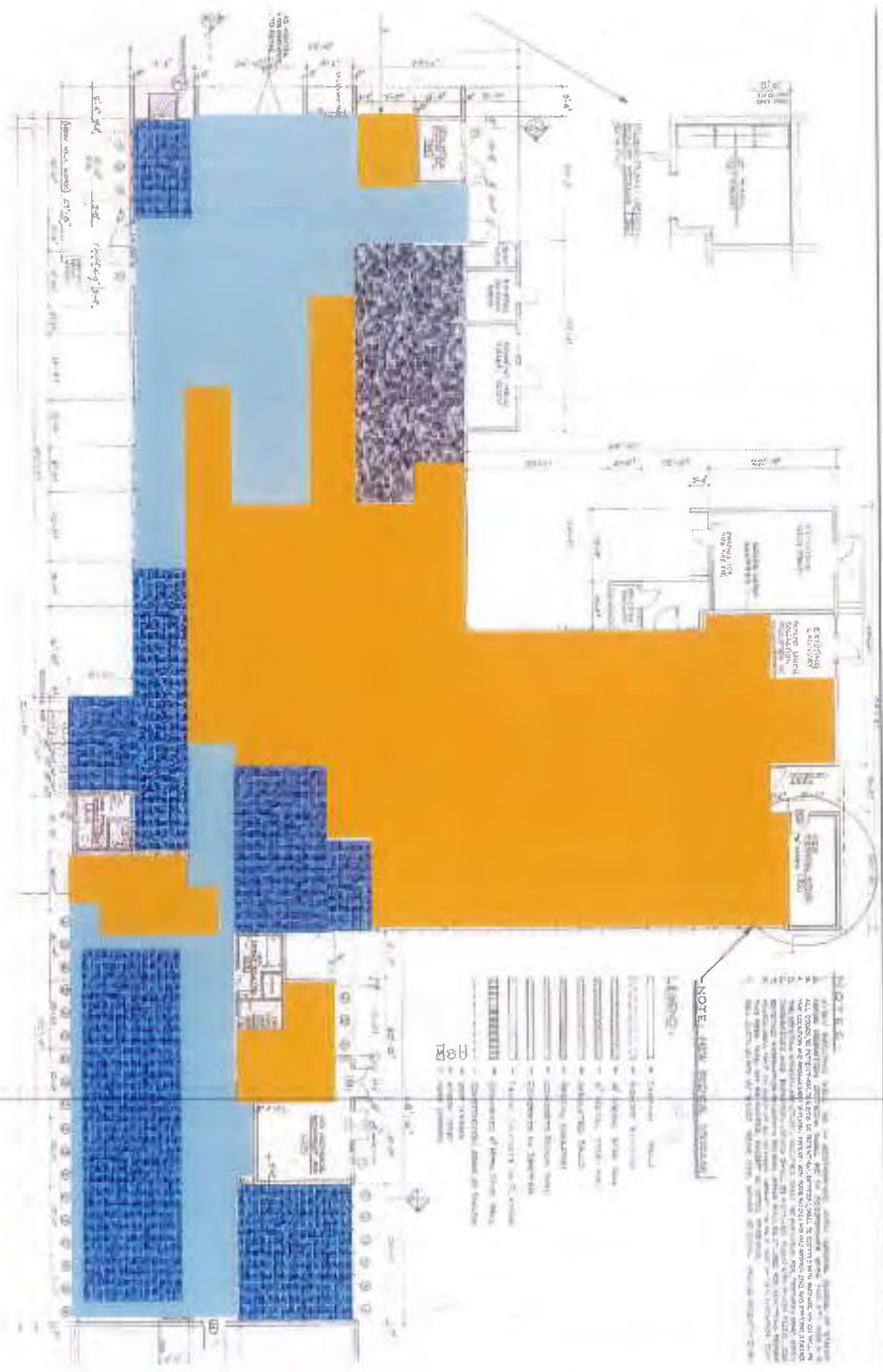
*Quantities/Locations = Approximate





- ACM Pipe Runs/Elbows
- ACM Acoustic Ceiling
- ACM HVAC Duct Gasket(s)
- ACM Wall Panel Glue (Lobby)
- ACM 12"x12" ACT
- ACM Window Putty
- ACM Transite
- ⊙ ACM Fire Door (freestanding)



GDC Project No. EN8119

**Asbestos Materials Location Map
Mono County Old Hospital**



-  = 9"x9" VFT/M (Multiple Colors)
-  = 12"x12" VFT/M (Several Colors)
-  = Terrazzo Flooring
-  = Carpet – Mostly over Concrete

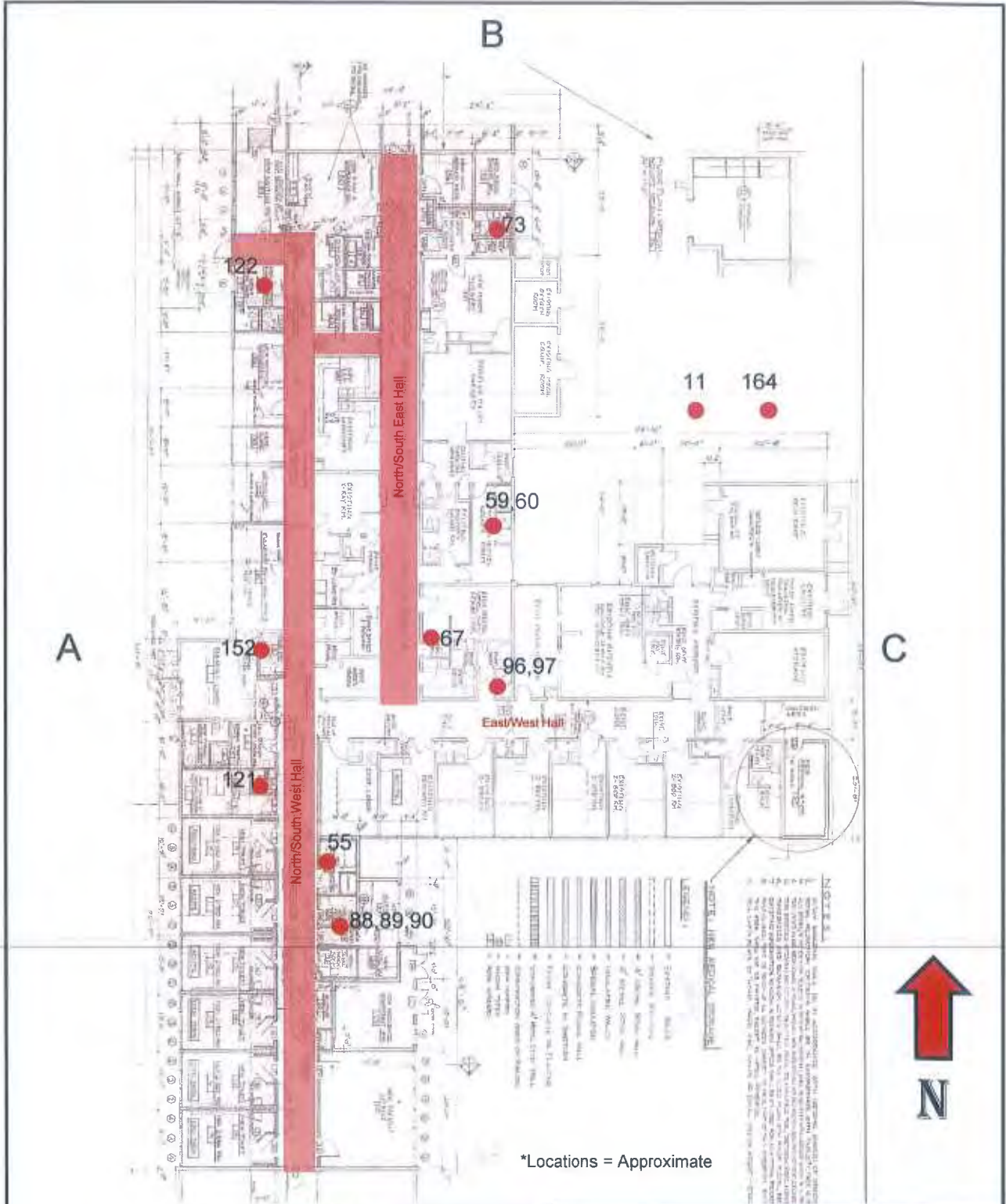
Sampled 3/24-26/2021



GDC Project No. EN8119

**Asbestos Flooring Distribution
Map**

Mono County Old Hospital
Locations and Amounts appx. to scale



A

B

C



Sampled 3/24-26/2021

GDC Project No. EN8119

**XRF Positive Lead Sample
Location Map
Mono County Old Hospital**

**MONO COUNTY DEPARTMENT OF PUBLIC WORKS
MONO COUNTY, CALIFORNIA**



**REQUEST FOR PROPOSALS
FOR MONITORING OF HAZARDOUS
MATERIALS ABATEMENT**



Date Released: November 1, 2022

Submission Deadline: November 11, 2022 by 5:00 PM

Email proposals to kdodd@mono.ca.gov

1 Contents

1	Contents.....	2
2	Introduction.....	2
3	Requested Scope of Services.....	2
4	Proposal Submittal Requirements	3
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4.2	Requested Content	3
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6	Attachments	5
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6.2	Technical specifications for abatement contract	

2 Introduction

The County of Mono (County) is seeking proposals from consultants to provide monitoring services and supervision of the hazardous materials abatement effort which will precede the demolition of the County’s hospital, located in Bridgeport, California.

The County’s hospital has been closed for many years, and will be demolished for a new correctional facility to be constructed on the site. The County will hire a contractor to remove and various asbestos and lead containing materials prior to the building demolition. This RFP is for services to monitor this abatement contractor to ensure that all pertinent laws, regulations and best practices are followed.

3 Requested Scope of Services

The selected Consultant will be responsible for providing oversight, supervision, sampling, and documentation of the hazardous materials abatement effort.

The Consultant should provide the following:

- Prepare agenda for pre-construction meeting. Host preconstruction meeting in person, or remotely with the abatement contractor and project team.
- Inspect and Evaluate the abatement contractor's containment methods prior to commencement of work, including containment structures, negative pressure enclosures, and proper decontamination units.
- Observe field activities, inspect hazardous waste manifests, and attend construction meetings.
- Perform quality assurance, contractor surveillance and documentation during hazardous building materials removal and abatement activities to ensure compliance with the project specifications, applicable regulation and industry standard.
- Conduct post-abatement clearance sampling and inspection upon completion of the work for work acceptance.
- Document inspection sampling and inspection activities into final report and deliver to the County in accordance with applicable regulation and industry standard.

4 Proposal Submittal Requirements

4.1 Submittal Deadline

To be considered, proposals must be received via email prior to the submission deadline stated on the first page.

Proposals must be submitted to the email address stated on the first page.

Any proposal received prior to the Submission Deadline may be withdrawn or modified by submitting another proposal prior to the Submission Deadline which will supersede the previous submittal.

4.2 Requested Content

Please include the following information:

- 1) Executive Summary: Provide a brief introduction to the consultant or firm and address the consultant's or firm's understanding of the services requested in this RFP.
- 2) Professional Qualifications and Experience: Identify person(s) that would be involved in performing the services and/or work and provide resumes for each. Show relevant experience, length of employment, and any licenses or certifications currently held by each team member. Identify which portions of the work the team member will be involved in performing.
- 3) References: Provide a name, phone number and email address for the point of contact for the client that the work was completed for.
- 4) Miscellaneous Acknowledgements:
 - a) Consultants must carefully review the sample contract and attachments included as Appendix A to this RFP. Indicate if there are any exceptions.
 - b) Consultants must disclose any actual or potential conflict of interest, or certify that they have no conflict of interest.
 - c) Consultants must certify that they have thoroughly examined the requested Scope of Services and are capable of performing those services.

- d) Consultants must certify that they possess and will maintain at no additional cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for them and their employees to comply with all applicable statutes, ordinances, regulations, or other laws, that may apply to performance of the services described in the requested Scope of Services, including a current business tax certificate from the County. The County may reasonably request any such documentation.
- 5) Estimate of effort to complete the requested tasks. Provide a table listing staff members, and estimated hours to complete each task. Provide a current fee schedule.

5 Evaluation and Selection

5.1 Evaluation Process

All proposals will be reviewed and scored by a selection committee comprised of Department staff. The committee will evaluate each proposal received before the submission deadline, in accordance with the evaluation criteria below.

5.2 Evaluation Criteria

Proposals will be evaluated and scored according to the Evaluation Criteria below.

- | | |
|---|-----|
| 1. Qualifications and experience: | 30% |
| 2. Feedback from provided references: | 30% |
| 3. Apparent value of proposed work: | 30% |
| 4. Familiarity with local community character, geography and climate: | 10% |

5.3 Selection

County Staff will pursue negotiations with the top-ranked consultant. Should the County and top-ranked consultant fail to successfully negotiate a contract, County may attempt to negotiate a contract with the next highest ranked consultant.

No County employee will be allowed to participate in the selection process that has a financial interest or business relationship with any consultant(s) or firm(s) seeking any contract pursuant to this RFP.

Consultants will be notified in writing within ten (10) business days of County's preliminary selection of top-ranked firms and thereafter of County's decision to award a contract(s).

5.4 Rejection of proposals

Late or incomplete proposals may be rejected without evaluation. The County reserves the right to accept or reject any or all proposals or waive any minor irregularity.

5.5 Contract Award

The Contract will be awarded when approved by the County and the selected consultant. Any contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, disability, medical condition, marital status, age, sexual orientation, national origin, or membership in any other class subject to the protections of Title VII of the 1964 Civil Rights Act (42 U.S.C. § 2000e *et seq.*) and the California Fair Employment and Housing Act (Gov. Code, § 12900 *et seq.*)

5.6 Inquiries

Interested consultants should register with County's Bid Management System (BMS) and join the Planholder List for this RFP. The BMS can be accessed by visiting <http://bids.monocounty.ca.gov>. Then, click "Click here to create a new user account." After creating an account, consultants can search all requests for proposals, qualifications, and bids released by County. After finding this RFP on the BMS, click "Add me to the Planholder List." Thereafter, to the right of this RFP listing, consultants can click on "View Details" to view and obtain the project summary, status, bid due date, an up-to-date Planholder List, and supporting documents for this RFP. If you would like assistance creating an account and using the BMS, please contact County's Department of Public Works at (760) 932-5440 or monopw@mono.ca.gov.

Any questions or requests for clarification related to this RFP must be submitted through the BMS by clicking "Ask a question about this solicitation." All such questions and requests must be submitted before the Submission Deadline provided in Section VI above. No questions will be accepted via telephone and oral explanations or instructions must not be considered binding on behalf of County. Should it be found that clarification is required for information set forth in this RFP, County may issue a written addendum to address the matter. Addenda will only be issued via the BMS. Any written addenda issued relating to this RFP must be incorporated into the terms and conditions of any contract awarded pursuant to this RFP.

5.7 Liability

County must not, in any event, be liable for any "pre-contractual expenses" incurred by consultants preparing proposals in response to this RFP. Consultants must not include any such expenses as part of their proposals. "Pre-contractual expenses" are defined as expenses incurred by a consultant or firm in preparing an proposal in response to this RFP, submitting a proposal to County, negotiating with County on any matter related to this RFP, or any other expenses incurred by a consultant or firm prior to the date of contract acceptance.

5.8 Public Record

All proposals and any contract awarded pursuant to this RFP will become public record, the County and will be subject to the California Public Records Act (Government Code Section 6250 et seq.). Consultants should not submit proposals that contain elements which a consultant considers to be proprietary, or trade secrets. The County will not be liable or responsible for the disclosure of any such elements.

5.9 Non Commitment

This RFP does not commit County to award a contract or to procure or contract for any of the services or work described in this RFP. County reserves the right to reject any or all proposals and proposals received in response to this RFP.

6 Attachments

6.1 Sample agreement, with exhibits 1 and 2

6.2 Technical specifications for abatement contract

6.1 SAMPLE AGREEMENT

AGREEMENT BETWEEN COUNTY OF MONO AND CLICK HERE TO ENTER TEXT FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of CLICK HERE TO ENTER TEXT of CLICK HERE TO ENTER TEXT (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from CLICK HERE TO ENTER TEXT, to CLICK HERE TO ENTER TEXT, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

9. STATUS OF CONTRACTOR

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

9. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 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.

10. 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 12 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.

11. 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.

12. 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.

13. ASSIGNMENT

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

14. DEFAULT

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

15. 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.

16. CONFIDENTIALITY

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

17. 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.

18. POST-AGREEMENT COVENANT

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

19. SEVERABILITY

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

20. FUNDING LIMITATION

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

21. 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.

22. NOTICE

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

County of Mono:
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT

Contractor:
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT

23. COUNTERPARTS

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

24. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCOPE OF WORK:

CLICK HERE TO ENTER TEXT

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCHEDULE OF FEES:

CLICK HERE TO ENTER TEXT

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

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND Click here to enter text. FOR THE PROVISION OF Click here to enter text. SERVICES

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

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

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

- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard

Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific provision shall govern.

SECTION 2. PERFORMANCE OF WORK

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

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor’s vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor’s use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff’s Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor’s superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

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

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

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

2.2 OTHER PROJECTS.

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

2.3 PROTECTION OF PROPERTY.

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

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

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

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

2.4 ENVIRONMENTAL PROTECTION.

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

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

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

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

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

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

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

3.3 APPLICABILITY TO SUBCONTRACTORS

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

3.4 QUARTERLY DISCLOSURES

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

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

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

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

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

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

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

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

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

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

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

4.2 PERFORMANCE OF SUBCONTRACTORS

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

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

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

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

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

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

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

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

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

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

5.2 PROSECUTION AND PROGRESS.

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

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

5.3 ORDER OF WORK.

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

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

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

Control of Work:

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

6.2 OMITTED ITEMS.

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

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated,

qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

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

6.4 CONTRACTOR PERSONNEL.

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

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

6.5 METHODS AND EQUIPMENT.

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

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

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

6.6 PARTIAL PAYMENTS.

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

6.7 FINAL ACCEPTANCE.

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

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute

the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

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

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

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

6.9 FORCE MAJEURE.

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

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

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

6.10 WARRANTY AND GUARANTEE.

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

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

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

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

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

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

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

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

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

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

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

7.2 TERMINATION BY COUNTY FOR CAUSE.

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

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

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

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

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

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

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

costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

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

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

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

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

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

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

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

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

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

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

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

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

SECTION 8. MATERIALS

8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.

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

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

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

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

8.3 STORAGE OF MATERIALS.

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

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

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

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

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

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

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

9.3 CONSTRUCTION SITE NUISANCE.

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

9.4 PUBLIC CONVENIENCE AND SAFETY.

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

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

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

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

9.6 PERMITS.

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

9.7 CONSTRUCTION LAYOUT AND STAKES.

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

Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

9.8 TESTING AND INSPECTIONS.

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

9.9 CONTRACTOR QUALITY CONTROL.

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

9.10 INSPECTION OF THE WORK.

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

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

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

9.11 RETEST OF WORK.

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

9.12 MAINTENANCE DURING CONSTRUCTION.

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

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

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

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

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

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

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

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

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

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

10.3 WATER SUPPLY.

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

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

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

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

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

10.4 EXISTING FACILITIES.

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

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

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

11.2 ATTENDEES.

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

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of [Click here to enter text.](#) WORKING DAYS beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

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

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

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

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

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

14.3 BREACH.

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

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

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

EXHIBIT 2

AGREEMENT BETWEEN THE COUNTY OF MONO AND Click here to enter text.FOR THE PROVISION OF Click here to enter text.SERVICES

PREVAILING WAGES AS OF: Click here to enter text.

A. DETERMINATION

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

B. PREVAILING WAGE RATE

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

C. APPRENTICES

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

D. PENALTY FOR NON-PAYMENT OF PREVAILING WAGES

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

E. PAYROLL RECORDS

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

F. INSPECTION OF PAYROLL RECORDS

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in

California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

G. POST OF PREVAILING WAGES AT JOB SITE

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

H. HOURS

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

I. OVERTIME

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

J. RECORDS OF HOURS

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. PENALTY FOR VIOLATION OF WORK HOURS

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

L. REGISTRATION WITH DIR AND COMPLIANCE MONITORING

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

CALIFORNIA LABOR CODE:
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

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

- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

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

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

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid

to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
 - (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the

entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
 - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship

program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

**6.2 TECHNICAL SPECIFICATIONS
FOR ABATEMENT CONTRACT**

GROUP



DELTA

**HAZARDOUS BUILDING MATERIALS ABATEMENT
SPECIFICATIONS**

Future Mono County Jail/Old Hospital

Bridgeport, California

Submitted to

LIONAKIS

1919 19th Street

Sacramento, California, 95811

June 3, 2021

Revised March 29, 2022

Group Delta Project No.

EN8119



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TECHNICAL ASBESTOS ABATEMENT SPECIFICATION



TECHNICAL ASBESTOS ABATEMENT SPECIFICATION

PART 1 - GENERAL

1.1 PROJECT SITE

- A. The project site is identified as the Old Hospital at the future site of the Mono County Jail, 221 Twin Lakes Rd., Bridgeport, California, California. The subject site building is planned for demolition.

1.2 SCOPE OF WORK

- A. All work shall be supervised by experienced persons trained, knowledgeable and qualified in the techniques of asbestos abatement and the handling of asbestos waste, asbestos containing, and contaminated materials and the subsequent cleaning of asbestos contaminated areas.
- B. Contractor shall furnish all labor, materials, services, insurance (specifically covering the handling and transportation of asbestos containing material), and equipment which is specified, shown or reasonably implied for the removal, transport, and disposal of the following asbestos contaminated/containing materials from the building locations as indicated (all quantities are approximate):

Asbestos-Containing Material Removal:

- C. The Work includes the abatement, removal, transport and disposal of the following asbestos-containing materials (ACMs) and asbestos-containing construction materials (ACCMs), as per the architectural drawings as materials to be impacted during the building renovation activities for modernization. A hazardous materials survey prepared by Group Delta is included as Appendix A and was reviewed as part of this specification design. The following table lists the ACMs and/or ACCMs identified within the subject site building, including the location, condition, and the estimated total quantity of the identified hazardous materials:

Table 1 of 1

Sample #	Material	Building/Location	Asbestos	Amount	Friability	Qty
MCH-001	9" Brown Vinyl Floor Tile	Hospital/Floor East/West Hall	Chrysotile	Trace (<1 %)	NF	8,000 SF
MCH-001	9" Brown Vinyl Floor Tile & Black Mastic	Hospital/Floor East/West Hall	Chrysotile	Trace - 5 %	NF	See Above
MCH-002	9" Brown Vinyl Floor Tile & Black Mastic	Hospital - Kitchen Floor	Chrysotile	3-5 %	NF	See 001



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MCH-003	9" Brown Vinyl Floor Tile & Black Mastic	Hospital – Locker Room	Chrysotile	3-5 %	NF	See 001
MCH-004	9" Brown Vinyl Floor Tile & Black Mastic	Hospital, Equip. Storage	Chrysotile	3-5 %	NF	See 001
MCH-005	9" Gray Vinyl Floor Tile & Black Mastic	Hospital, Dressing Room	Chrysotile	3-5 %	NF	See 001
MCH-006	9" Green Vinyl Floor Tile & Black Mastic	Hospital, Doctors Work Room	Chrysotile	3-5 %	NF	See 001
MCH-007	12" Tan Vinyl Floor Tile & Black Mastic	Hospital, N.E. Corner - Hall	Chrysotile	5 %	NF	6,000 SF
MCH-008	12" Brown Vinyl Floor Tile & Black Mastic	Hospital, Office	Chrysotile	5 %	NF	See 007
MCH-009	12" Brown Vinyl Floor Tile & Black Mastic	Hospital, Restroom	Chrysotile	5 %	NF	See 007
MCH-010	12" Tan Vinyl Floor Tile & Black Mastic	Hospital, - South End N.S. East Hall	Chrysotile	5 %	NF	See 007
MCH-012	Brown Carpet Adhesive/Mastic	Hospital - Admin Office	Chrysotile	2 %	NF	3,000 SF
MCH-020	9" Brown Vinyl Floor Tile and Black Mastic	Hospital – CAO Office	Chrysotile	3-5 %	NF	See 001
MCH-033, 034, 035	Sprayed-On Acoustic Ceiling Coating (ACS)	Hospital - N.S. East Hall	Chrysotile	6 %	F	2,200 SF
MCH-039	Wood Panel Glue	Hospital – Lobby	Chrysotile	5 %	NF	500 SF
MCH-042	12" Ceiling Tile Mastic	Hospital – Nurses Station	Tremolite	0.2% by Point Count	NF	1,100 SF
MCH-043	Transite (2' x 2') Panels	Hospital - Ceiling Soffit Above Kitchen Sink	Chrysotile	25 %	NF	50 SF
MCH-044	Thermal System Insulation (TSI) - Pipe Run	Hospital - Heater Tank at Sterile Room	Amosite	5%	F	6 LF
MCH-045	Window Putty	Hospital – Exterior	Chrysotile	2%	NF	6 LF
MCH-053	Fire Door Insulation	Hospital - Mech. Rm. 'D'	Chrysotile	3%	F	4 SF
MCH-059, 065	6" TSI Elbows	Hospital – Mech. Rms. A and B	Chrysotile	20-25%	F	75 Ea.
MCH-066	HVAC Unit Duct Gasket/ Black	Hospital – Mech. Rm. B, HVAC Units	Chrysotile	5%	NF	180 SF



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MCH-067	Boiler Tank Insulation	Hospital – Mech. Rm. C	Chrysotile	25%	F	80 SF
MCH-069, 072	3" TSI Elbow/ Gray	Hospital – Mech. Rm. C	Chrysotile & Amosite	5-10%	F	100 Ea.
MCH-070, 071	6" TSI Elbow/ Gray	Hospital – Mech. Rms. C & D	Chrysotile	2-5%	F	75 Ea.
MCH-079	HVAC Unit Duct Gasket Material	Hospital – Mech. Rm. D	Chrysotile	5%	NF	40 SF
MCH-080	4" TSI Pipe Run/ Wrap / White/ Gray	Hospital – Kitchen	Amosite	25%	F	25 LF

At no time should the identified ACMs or ACCMs be drilled, cut, sanded, scraped or otherwise disturbed by untrained personnel. These materials should be removed prior to any activities which will impact these materials. Asbestos disturbance and/or removal operations must be conducted by a California Occupational Safety and Health Administration (Cal/OSHA)-registered and State licensed asbestos removal contractor. Disturbance and/or abatement operations should be performed under the direct observation of a California Certified Asbestos Consultant.

Construction activities involving the potential for impacting ACMs should be conducted in accordance with the requirements of Title 8 of the California Code of Regulations, Section 1529 (8 CCR 1529).

For abatement activities which will involve the removal of at least 100 square or linear feet of identified friable ACMs and/or regulated ACMs, notification must be made to the Great Basin Unified Air Pollution Control District (GBUAPCD). Notification to the GBUAPCD must be accomplished ten working days prior to the initiation of such activities.

For abatement activities which will involve asbestos-related work of at least 100 square or linear feet, written notification must be made to the Cal/OSHA. Notification to the Cal/OSHA must be accomplished 24 hours prior to the initiation of such activities.

Notification to employees and contractors working within the building should be made in accordance with the California Health and Safety Code, Section 25915 *et. seq.* and Proposition 65.

- D. Other items of work shall include:
 1. The Contractor shall use potable water for dust control purposes. Water is available on site.
 2. Owner shall provide electrical power. If additional temporary electrical power is needed for construction purposes, temporary electrical power shall conform to all federal, state and local regulation regarding the installation, operation and demobilization of temporary electrical power systems. All electrical temporary electrical wiring shall be installed by a state licensed and



certified electrician.

3. Contractor shall provide Occupational Safety and Health Administration (OSHA) required asbestos personal exposure air monitoring during all phases of work associated with this contract.

E. Replacement of removed materials:

1. Not applicable.

F. Damages caused during the performance of abatement activities shall be repaired by Contractor (e.g.) paint peeled off by barrier tape, nail holes, water damage, etc.) at no additional expense to Owner, unless other arrangements and approval have been provided by the Owner.

1.3 WORK TO BE PERFORMED BY OTHERS

A. Owner will determine work to be determined by others.

1.4 RESPONSIBILITIES OF THE OWNER

A. A Certified Asbestos Consultant (CAC) for the Owner will provide abatement oversight, contractor observation, air monitoring, related testing and analysis, visual inspection, and clearance sampling associated with the asbestos abatement activities.

B. The Owner will pre-approve the contractor's selection of a landfill for the disposal of asbestos containing and contaminated waste.

1.5 REQUIRED LICENSURE

A. ~~The Contractor shall be licensed by the State of California, Contractors State License Board and be registered to perform asbestos related work with the Division of Occupational Safety and Health, Department of Industrial Relations. At a minimum contractor shall hold the following license classifications:~~

1. ASB - Asbestos Certification

B. Transportation of Friable/Non-Friable Asbestos Containing Materials: Contractor shall itself be or have a subcontractor who is a registered hazardous waste transporter with the State of California, Department of Toxic Substances Control. The Owner reserves the right to approve all waste haulers.



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- C. Subcontractors shall hold all licenses applicable to specified trade work.

1.6 PERMITS

- A. Proper permits shall be in place as required by other agencies governing demolition, renovation and/or abatement.

1.7 NOTIFICATIONS

- A. Contractor shall make all required written notifications to regulatory agencies including the following:
 - 1. California Occupational Safety and Health Administration
 - 2. GBUAPCD

1.8 INSURANCE REQUIREMENTS

- A. Owner will determine insurance requirements.

1.9 PROJECT SCHEDULE

- A. All work shall be performed as determined by the Owner.
- B. The Contractor shall start work and complete work on dates as defined by the Owner:
- C. For the purposes of this Work Plan "submittal due date" shall mean the day on which submittals required by Article 1.11 shall be received by the CAC. The "start work" shall mean the day Contractor arrives on the project site. The "complete work" shall mean the day Contractor leaves the project site including clearance by the CAC (testing and/or visual inspection) and demobilization.

1.10 PROCEDURES

- A. Contractor shall perform all Work in compliance with the most recent edition of all applicable federal, state, and local regulations, standards and codes governing asbestos abatement, transport, and disposal of asbestos containing/contaminated materials and contaminated materials and all activities related to demolition operations.
 - 1. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.



- B. Regulations, Standards, and Codes (General):
1. General applicability of federal, state, and local regulations, standards and codes governing hazardous materials abatement, demolition, transport and disposal, except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable regulations, standards, and codes have the same force and effect and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith.
- C. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The contractor is responsible for providing training, medical examinations and maintaining training/medical records of personnel as required by the applicable federal, state, and local regulations.

The Contractor shall hold the Owner and the CAC harmless for failure to comply with any applicable hazardous materials abatement, transport, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

1.11 SUBMITTALS

- A. At least one week prior to commencement of work, Contractor shall submit (two copies) to the CAC of documentation that includes, without limitation, the following (**Note: No work will begin on this project until the CAC approves, in writing, these submittals and provides the Owner with a signed acceptance**):
-
1. Submit copies of licenses and registrations required by Article 1.5 Required Licensure (include copies of subcontractor's licenses).
 2. Submit copies of written notification to the following regulatory agencies:
 - a. California Occupational Safety and Health Administration
 - b. GBUAPCD
 3. Submit proof of insurance coverage required by Article 1.8 Insurance Requirements (include proof of insurance for subcontractors).



4. Submit proof of legal right to use patented equipment or processes.
5. Manufacturer's certification that HEPA vacuums, differential pressure, air filtration devices and other local exhaust ventilation equipment conform to ANSI Z9.2-79 (if used on-site).
6. Prior to the start of work, the Contractor shall submit to the CAC, for approval, a site-specific work plan detailing asbestos removal method to be utilized.
7. Submit full manufacturer's product data and material safety data sheet for all chemical products to be used on site.
8. Submit a construction schedule indicating milestones and dates of completion for each phase of the Work. Submit the schedule at least two days prior to Job Start.
9. Submit documentation that Contractor's employees, including foreman, supervisor, and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received training as required by 29 CFR 1926.1101
10. Submit documentation from Physician that all employees or agents who may be exposed to airborne asbestos fibers in excess of background levels have received medical monitoring in accordance with 29 CFR 1926.1101 to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the workplace environment (e.g. high temperatures, humidity, and chemical contaminants) that may impact on the employee's ability to perform work activities.
11. Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be conducted annually and in accordance with qualitative procedures as required by 8 CCR 5144 or be quantitative in nature.
12. Submit an emergency preparedness plan as required by Article 1.14 - Emergency Planning.



13. Submit documentation of previous fiber concentrations exposure levels from similar abatement projects for the proposed Contractor's employees and agents who must enter the work area. This documentation shall at a minimum meet the requirements of 29 CFR 1926.1101 Negative Hazard Assessment and 8 CCR 1529 as required by OSHA regulations.

B. During abatement activities, Contractor shall submit to the CAC documentation that includes, without limitation, the following:

1. Submit copies of the work area entry/exit logbook. Logbook must record name, affiliation, time in, and time out for each entry into the work area.
2. Submit copies of logs documenting filter changes on respirators, HEPA vacuums, differential pressure, air filtration devices, water filtration device, and other engineering controls (if used on site).
3. Submit copies of Material Safety Data Sheets (MSDS) for solvents, encapsulants, wetting agents and replacement materials, as necessary.
4. Submit and post on site (within 24 hours of collection completion) results of all required OSHA air monitoring.
5. Submit copies of all accident/incident reports where injury or damage has occurred on or to the Owner's property.
6. Submit copies of daily logs indicating location(s) worked, type of materials removed, quantity of materials removed and number of personnel conducting the aforementioned activities.
7. Submit copies of all transport manifests, trip tickets and disposal receipts for all hazardous materials removed from the work area within 24 hours of the transport to the Owner.

1.12 NOTICES

- A. Post in the clean room area of the worker decontamination enclosure a list containing the names, and telephone numbers of appropriate personnel (if used on site).
- B. Post in the clean room area of the worker decontamination enclosure a list of all persons authorized to enter the work area (if used on site).



- C. Additional postings shall include:
 - 1. Visitor Entry and Exit Log.
 - 2. Employee Daily Sign in Log.
 - 3. Entry and Exit Procedures.
 - 4. Emergency Procedures.
 - 5. As required by the Department of Labor

1.13 SITE USE AND SECURITY

- A. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond which areas on which work is indicated are not to be disturbed.
- B. The work area shall be restricted only to authorized, trained and protected personnel, including Contractor, Contractor's employees, Owner employees, Building Management, and the CAC, State and Local inspectors.
- C. Entry into the work area by unauthorized individuals shall be reported immediately to the CAC.
- D. Contractor shall be responsible for Project site security during abatement operations in order to protect work efforts and equipment.

1.14 EMERGENCY PLANNING

- A. Emergency planning and procedures shall be developed by Contractor prior to abatement initiation.
- B. Emergency procedures shall be in written form and prominently posted. Contractor shall ensure that all persons entering the work area read these procedures and understand the Project site layout, location of emergency exits and emergency procedures.
- C. Emergency planning shall include considerations of fire, explosion, electrical hazards, slips, trips and falls, confined spaces, and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided by Contractor.
- D. Employees shall be trained in evacuation procedures in the event of work place emergencies.



1. For non-life-threatening situations, employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the work place to obtain proper medical treatment.
2. For life-threatening injury or illness, worker decontamination shall take least priority. After measures to stabilize the injured worker, remove him from the work place and secure proper medical treatment.
3. Telephone numbers of all emergency response personnel shall be prominently posted in the clean and equipment rooms.

1.15 FIRE PROTECTION

- A. All plastic, spray-on strippable coatings, and structural materials used in the asbestos abatement process shall be UL approved and certified as fire retardant or noncombustible.
- B. Wood shall be pressure impregnated and certified as fire retardant.
- C. Material Safety Data Sheets (MSDS) for fire retardant materials shall be made available upon request.
- D. All combustible rubbish and debris, including properly bagged asbestos shall be properly disposed of at the end of each working day.
- E. A minimum of one (1) 4A/60BC dry-chemical extinguisher shall be maintained at each of the following locations:
 1. At each corner of the work area, where no clear corners exist, four (4) extinguishers shall be placed around the exterior wall of the work area so that they are approximately 25 percent of the total distance apart.
 - a. Exception: Where the total abatement containment area is less than 1,000 square feet, two (2) 4A/60BC extinguishers shall be provided. All extinguishers shall be clearly identified with red tape.
 2. Contractor shall ensure that on site personnel are aware of the location and proper use of all extinguishers and other fire/life safety equipment.
- F. All existing fire detection, alarm systems, connections and standpipes shall remain in place, active and unobstructed. The CAC must approve any alteration



to this equipment.

- G. Contractor shall conduct activities in accordance with all procedures and requirements as outlined in Local Fire Department Requirement.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Contractor shall carefully adhere to the following, if applicable:

1. All plastic, spray-on strippable coatings and structural materials used shall be UL certified as fire retardant or non-combustible.
2. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand name (where applicable).
3. Polyethylene sheeting utilized for worker decontamination and barriers shall be black or opaque in color and shall be a minimum of 6 mil. thick.
4. Disposal bags shall be doubled 6-mil. Polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b) (i) (iv), CAL-OSHA Title 8 CCR Section 5208, and if applicable Title 22 CCR Section 66504.
5. Stick-on labels shall be used as per EPA or Cal/OSHA requirements for disposal drums.
6. Warning signs as required by Cal/OSHA shall be utilized.

- B. Removal and Encapsulation, if applicable:

1. Surfactant (wetting agent) shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in proportion of 1 fluid ounce to 5 gallons.
2. The encapsulating agent to be applied shall adhere to the substrate surfaces from which asbestos-containing material has been stripped.
3. The encapsulating agent shall not be flammable and should not be solvent-based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbon.



C. Replacement:

1. Not Applicable.

2.2 EQUIPMENT

A. General:

1. A sufficient quantity of HEPA vacuums and/or differential pressure air filtration devices equipped with HEPA filtration and operated in accordance with ANSI Z9.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos Containing Materials in Buildings. To calculate total air flow requirement, use the following equation:

$$\text{Total ft}^3/\text{min} = \frac{\text{Vol. of work area (in ft}^3\text{)}}{15 \text{ min}}$$

To calculate the number of units needed for the abatement, use the following equation:

$$\text{Number of units needed} = \frac{\text{[total ft}^3/\text{min]}}{\text{[Capacity of unit in ft}^3/\text{min]}}$$

2. Type "B" powered air-purifying respirators (PAPR) may be utilized during removal of any friable asbestos containing material if requested by worker.
3. Air purifying respirators with dual HEPA/organic cartridges shall be utilized during mastic removal.
4. Respirators shall be furnished to the abatement workers by Contractor. The respirators shall have been tested and approved by National Institute of Occupational Safety and Health (NIOSH) for use in asbestos contaminated atmospheres.
5. Contractor shall provide full body disposable protective clothing, including head, body, and foot coverings to abatement workers and visitors in sizes adequate to accommodate movement without tearing.
6. In accordance with 8 CCR 1514, the following additional safety equipment; (e.g. hard hats meeting the requirements of 8 CCR 1515, eye protection meeting the requirements of 8 CCR 1516, safety shoes meeting the requirements of 8 CCR 1517, hand protection meeting the



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requirements of 8 CCR 1520, hearing protection meeting the requirements of 8 CCR 1521 and body protection meeting the requirements of 8 CCR 1522), as necessary, shall be furnished by the Contractor to all workers and authorized visitors.

7. Non-skid footwear shall be furnished to all abatement workers by the Contractor. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
8. Furnish a sufficient supply of disposable mops, rags, and sponges for work area decontamination.

B. Removal:

1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be furnished by the Contractor as needed.
2. Rubber dustpans and rubber squeegees shall be furnished by the Contractor for cleanup.
3. Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.
4. A sufficient supply of HEPA filtered vacuum systems shall be furnished by the Contractor during cleanup.

C. Encapsulation, if applicable: Encapsulants shall be sprayed by the Contractor, using airless spray equipment or hand pressurized sprayer.

D. Enclosure, if applicable: Hand tools equipped with HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports if there is any need to disturb asbestos containing materials during this process. As an alternative asbestos material may be partially removed following controlled removal procedures approved by the CAC.

PART 3 - EXECUTION

3.1 ASBESTOS REMOVAL PREPARATION

- A. Contractor shall coordinate all items of work with the CAC.
- B. Contractor shall shut down and lock out all heating, cooling, and air conditioning



system (HVAC) components that are in, supply, or pass through the work area. The HVAC system shall remain off during project.

- C. Contractor shall shut down and lock out electric power to all Work Areas. Contractor shall provide temporary power (if needed) and lighting sources, insure safe installation of temporary power sources (if needed) and equipment by compliance with all applicable electrical code requirements and Cal/OSHA requirements for temporary electrical systems. Protect each circuit with a Ground Fault Circuit Interrupter (GFCI) of proper size located in the temporary panel. Do not use outlet type GFCI devices. The temporary electrical service shall provide 150% of the maximum capacity of all of the Contractors equipment.
- D. Install worker decontamination unit described in Article 3.3 and/or 3.4 or as agreed upon with the CAC.
- E. Post warning signs meeting the specifications of Cal/OSHA General Industry Safety Order Section 1529 and 29 CFR 1926.1101 at any location and approaches to a location where airborne concentration of asbestos fibers may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from a work area to permit a person to read the sign and take necessary protective measures to avoid exposure.
- F. Asbestos Handlers shall don personnel protective equipment as required in Article 2.2 - Equipment.
- G. Pre-clean all vertical and horizontal surfaces within the work area using a HEPA-filtered vacuum and/or wet cleaning techniques as appropriate. Contractor shall not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters and shall not disturb asbestos containing materials during the pre-cleaning phase.
- H. ~~Seal off all openings between the Work Area and uncontaminated areas outside of the Work Area with two layers of 6-mil polyethylene sheeting and tape to ensure a leak tight containment under negative pressure.~~
- I. Perform all removal/demolition of asbestos containing/contaminated material in accordance with Article 3.2 – Asbestos Removal Procedures.

3.2. ASBESTOS REMOVAL PROCEDURES

- A. Post warning signs meeting the specifications of Cal/OSHA General Industry Safety Order Section 1529 and 29 CFR 1926.1101 at any location and approaches to a location where airborne concentration of asbestos fibers may exceed



ambient background levels. Signs shall be posted at a distance sufficiently far enough away from a work area to permit a person to read the sign and take necessary protective measures to avoid exposure.

- B. Install worker decontamination unit described in Article 3.3 and/or 3.4 or as agreed upon with the CAC.
- C. Asbestos handlers involved in removal procedures shall wear disposable suits, including gloves, hood and footwear. Minimum respiratory protective equipment shall be half face negative pressure dual cartridge air-purifying respirator. Upon exiting the work area the handlers shall HEPA vacuum the suit and dispose of as asbestos contaminated waste and proceed to the shower room for full decontamination.
- D. Isolate work area by installing critical barriers across all openings where airborne asbestos migration may cause secondary contamination.
- E. Thoroughly wet materials to be removed with amended water. Spray material continuously during the removal process to maintain a wet condition.
- F. The Contractor shall carry out all asbestos containing material removal in a manner that will minimize pulverizing, breaking or abrading.
- G. Manually remove asbestos containing material by prying, cutting or scraping material from substrate.
- H. Dispose of all asbestos containing/contaminated waste in accordance with Article 3.6 – Asbestos Disposal Procedures.

3.3 WORKER DECONTAMINATION SYSTEMS

-
- A. ~~Worker decontamination enclosure systems shall be provided at all locations~~ where workers will enter or exit the work area.
 - B. Worker decontamination enclosure systems constructed at the Project site shall utilize 6-mil. black or opaque polyethylene sheeting, or other approved materials for privacy.
 - C. The Personnel Decontamination Unit shall not be located inside the work area unless otherwise authorized by the CAC.
 - D. Alternate methods of providing Decontamination facilities may be submitted to the CAC for approval. Do not proceed with any such method(s) without obtaining the CAC's written authorization.



- E. The worker decontamination enclosure system shall consist of at least a three-stage decontamination unit.
- F. The decontamination unit dirty/equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for filtration equipment, extra tools, containers or surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A labeled 6-millimeter Polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear shall be stored in this area for reuse the following workday.

3.4 ASBESTOS CLEAN-UP PROCEDURES

- A. Remove and containerize all visible accumulations of asbestos containing material and contaminated debris utilizing rubber dustpans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Asbestos containing/contaminated waste shall be placed in disposal bags. Disposal bags shall be doubled 6-mil. Polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b) (1) (iv), Cal/OSHA Title 8 CCR Section 1529, and if applicable Title 22 CCR Section 66504.
- B. Wet clean and HEPA vacuum all surfaces in the work area using rags, mops and sponges as appropriate.
- C. Decontamination enclosure systems shall remain in place and be utilized.
- D. Remove all containerized waste from the work area and waste container pass-out airlock.
- E. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
- F. The CAC will inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and a second cleaning cycle repeated at no additional cost to Owner.
- G. Following the satisfactory completion of visual inspection and environmental air monitoring, the remaining barriers may be removed and prepared for proper disposal. A final visual inspection by the CAC will be performed. Unsatisfactory conditions may require additional cleaning and air monitoring at no additional cost to Owner.



3.5 REESTABLISHMENT OF ASBESTOS ABATEMENT WORK AREAS

- A. Reestablishment of the work area shall only occur following the completion of clean-up procedures, visual inspection and final clearance air monitoring has been achieved as per Asbestos Hazard Emergency Response Act (AHERA) protocol and to the satisfaction of the CAC.
- B. Polyethylene barriers shall be removed from walls, ceilings, and floors, maintaining decontamination enclosure systems and critical barriers over doors, window, etc. as required.
- C. The Contractor and the CAC shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning and air monitoring requirements at no additional cost to Owner, until approved by the CAC.
- D. Upon approval by the CAC, Contractor shall remove remaining polyethylene sheeting, critical barriers, and decontamination unit, if applicable.
- E. Repair all areas of damage that occurred as a result of abatement activities at no additional cost to Owner.

3.6 ASBESTOS DISPOSAL PROCEDURES

- A. All friable and non-friable asbestos containing/contaminated waste shall be placed and stored in sealed and labeled containers and transported to a certified land fill pre-approved by the owner, for disposal.
- B. All friable ACM must be disposed of as required by the regulations by a certified waste hauler. ~~Waste haulers may require pre-approval by EASI.~~
- C. All asbestos waste manifests or non-hazardous material data forms shall be delivered to the CAC. Record keeping format shall utilize a chain of custody form which includes the names and addresses of the Generator (Owner), Contractor, Waste Hauler, pickup site, disposal site, the estimated quantity of the asbestos waste and the type of containers used. The forms shall be signed by the Owner's Representative.

3.7 ALTERNATE PROCEDURES



- A. If specified procedures cannot be utilized, a request shall be made in writing to the CAC providing details of the problem encountered and recommended alternatives.
- B. Alternative procedures shall provide equivalent or greater protection than procedures that are replaced.
- C. Any alternative procedure must be approved in writing by the CAC prior to the implementation of the procedure.

3.8 OWNER PERFORMED AIR SAMPLING AND TESTING

A. ASBESTOS RELATED:

1. Air monitoring will be conducted by the CAC on behalf of the Owner to verify that the building beyond the contamination area and the outside environment remains uncontaminated.
2. Background Air Monitoring: The CAC will conduct pre-abatement (background) air monitoring to determine ambient asbestos fiber levels prior to abatement. The analytical method for asbestos shall be Phase Contrast Microscopy (PCM) using the NIOSH 7400 Method.
3. Area Air Monitoring: The CAC will conduct in-progress air monitoring daily to determine area contaminant levels outside and inside of containment areas. The analytical method for asbestos shall be PCM using the NIOSH 7400 Method.
4. Environmental Air Sampling: On each shift environmental air samples (outside the containment) are taken and analyzed to indicate fiber migration from the containment area to the environment. Should any environmental sample exceed the asbestos base line of 0.01 f/cc as determined by PCM analysis, all work will be immediately halted except for corrective work. The CAC shall inspect and determine the source of the high fiber count and notify the contractor with directions for the appropriate corrective action. At the very least, all affected areas will be decontaminated by wet cleaning and HEPA vacuuming. Where necessary, the affected area will be sealed off by the construction of critical barriers.
5. Visual Clearance Inspection/Clearance Air Sampling:



- a. Following the completion of the asbestos abatement and clean-up operations, The CAC will perform a visual clearance inspection verifying the removal of ACMs/ACCMs as needed for the scope of work, prior to encapsulating activities.
- b. Final clearance air sampling will be conducted by the CAC and the analytical method shall be PCM using the NIOSH 7400 Method. All PCM air sample results must be below 0.01 f/cc, the USEPA's recommended re-occupancy level for unprotected workers. In the event final clearance air sampling does not pass, the cost of re-cleaning the work area and subsequent clearance testing shall be the responsibility of the contractor.

It is the contractor's responsibly to confirm the asbestos material quantities present prior to initiating renovation or demolition activities at the subject buildings. Should materials similar to those identified in this report, or other forms of suspect asbestos materials be present or identified, personnel should be instructed to immediately cease work activities which may initiate a fiber release episode, and notify the appropriate management personnel and the CAC. Suspect asbestos materials encountered during renovation or demolition activities that have not been assessed either may be assumed to be asbestos and handled accordingly, or may be sampled by the CAC and analyzed to assess whether they are asbestos.

Specification prepared for Lionakis by:

Jerry R. Sherman, LEED AP
Hazardous Materials Service Manager
Certified Asbestos Consultant #97-2324



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February 17, 2021

Jerry Robert Sherman

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please notify our office via U.S. Postal Service or other carrier of any changes in your mailing or work address within 15 days of the change.

Sincerely,

Jeff Ferrell
Senior Safety Engineer

Attachment: Certification Card

cc: File

Renewal - Card Attached (Revised 06/2020)



State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Kirk J Hopka

Name

Certification No. **96:2078**

Expires on **11/08/21**



This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7100 et seq. of the Business and Professions Code.

TECHNICAL LEAD-RELATED CONSTRUCTION SPECIFICATION



TECHNICAL LEAD-RELATED CONSTRUCTION SPECIFICATION

PART 1 - GENERAL

1.1 PROJECT SITE

- A. The project site is identified as the Old Hospital at the future site of the Mono County Jail, 221 Twin Lakes Rd., Bridgeport, California. The subject site building is planned for demolition.

1.2 SCOPE OF WORK

- A. All work shall be supervised by experienced certified persons trained, knowledgeable and qualified in the techniques of lead removal, stabilization, and handling of lead-based paints (LBPs), lead waste, and lead-contaminated materials and the subsequent cleaning of lead contaminated areas.
- B. Contractor shall furnish all labor, materials, services, insurance (specifically covering the handling of lead waste), disposal of said waste, waste characterization of all potentially hazardous materials and equipment which is specified, shown or reasonably implied for the removal of all lead containing/contaminated materials from the buildings as specified, shown or reasonably implied on project drawings and documents.
- C. The Group Delta Survey Report is included as Appendix A. The work includes, but is not limited to, the removal, handling, waste characterization, disposal and/or stabilization of the following hazardous materials:

Table 1 of 1

Sample #	Location	Component	Color	Substrate	Condition	mg/cm ²	Quantity
11	Exterior North loading dock	Bollard	Yellow	Metal	Intact	2.6	4 EA
55	Bathroom	Oversize toilet	White	Porcelain	Intact	3.9	10 EA
59	Nurses shower area	Wall tile	Pink	Ceramic	Intact	7.8	1700 SF



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60	Nurses shower area	Wall tile	Red	Ceramic	Intact	8.6	300 SF
62	X-ray Room	Wall lead shield	White	Metal	Intact	1.2	1000 SF
64	X-ray Room	Wall lead shield	White	Metal	Intact	2.9	500 SF
67	Bathroom	Sink	White	Porcelain	Intact	20.4	20 EA
73	Work room	Double sink	White	Porcelain	Intact	18.4	10 EA
88	Patient bathroom West side	Ceiling	White	Ceramic	Intact	11.3	500 SF
89	Patient bathroom West side	Wall tile	Beige	Ceramic	Intact	8.3	400 SF
90	Patient bathroom West side	Wall tile	Red	Ceramic	Intact	11.3	100 SF
96	Sheriff's shower	Wall tile	Pink	Ceramic	Intact	7.7	100 SF
97	Sheriff's shower	Wall tile	Red	Ceramic	Intact	8.5	40 SF
121	North east hall bathroom	Wall base	Beige	Ceramic	Intact	8.9	40 SF
122	North east hall bathroom	Wall base	White	Ceramic	Intact	6.3	40 SF
152	Lobby bathrooms	Wall tile	Beige	Ceramic	Intact	9.6	550 SF
164	Exterior North	Generator	Green	Metal	Fair	2.8	2 EA

At present there is no state or federal regulation requiring mandatory lead removal or abatement prior to disturbance or demolition of structures with identified lead materials. However, there are applicable Cal/OSHA worker protection and training requirements; California Environmental Protection Agency



(Cal/EPA) waste disposal requirements, California Department of Public Health (CDPH) requirements for public and residential buildings, and Senate Bill (SB) 460 lead hazard regulations that apply to lead-related construction activities, abatement activities and their associated wastes. The following is a brief discussion and summary of applicable regulatory requirements:

- **Cal/OSHA:** Title 8, California Code of Regulation (CCR), Section 1532.1 (8 CCR 1532.1) governs occupational exposure to lead. This regulation requires that prior to initiation of certain activities, referred to as “trigger tasks”, workers must be trained, medically evaluated, and properly fitted with respiratory protection, and protective clothing until statistically reliable personal eight-hour time weighted average (TWA) results indicate lead exposure levels below the Personal Exposure Limit (PEL) for each unique task which disturbs lead-based and lead-containing coatings. This process is known as a Negative Exposure Assessment or NEA. If the result of the exposure assessment is above the Action Level (AL) additional monitoring is required and if the result is above the PEL additional exposure monitoring, worker protection (including respirator protection and PPE), training and medical requirements apply. However even where the NEA criteria is met, certain hazard communication training and work practice controls still apply where lead is disturbed.

“Trigger tasks” are tasks that are assumed to exceed the PEL pending an exposure assessment and they encompass the majority of construction activities that disturb surface coatings. Examples of “trigger” tasks range from manual paint scraping as a lower expected exposure up to hot work and abrasive blasting as the highest expected exposures, and include any non-listed task that the employer determines may potentially expose employees to lead levels above the AL.

NOTE – “OSHA does not consider any method that relies solely on the analysis of bulk materials or surface content of lead (or other toxic material) to be acceptable for safely predicting employee exposure to airborne contaminants. Without air monitoring results or without the benefit of historical or objective data (including air sampling which clearly demonstrates that the employee cannot be exposed above the action level during any process, operation, or activity) the analysis of bulk or surface samples cannot be used to determine employee exposure.” OSHA Standard Interpretation 5/8/2000.

Furthermore, OSHA states that these rules apply to “any detectable concentration of lead” without a specified detection level. Due to the Consumer Product Safety Commission currently allowing paint to contain up to 90 parts per million (ppm) of lead, the variation of lead content due to aging and weathering, and the variation of detection limits associated with both paint chip and x-ray fluorescence (XRF) analysis, it is recommended that all painted or coated surfaces be treated as potentially containing lead. Clearly, positive analytical results by either method can be used to indicate that detectable lead is present but negative results cannot be interpreted as conclusively demonstrating the absence of lead. Analytical data of bulk paint/coating materials or surface content (by XRF) of lead can be helpful in evaluation of lead-related environmental risks



in general but cannot be used to calculate worker exposures and are not a substitute for employee exposure monitoring.

As a result of the above, any employee that works around potential lead-based or lead-containing coatings must have HAZCOM training and personal exposure air monitoring is additionally required for employees that disturb such coatings. Significant additional certification, notification, and work practices are required for materials found to be “lead-based”.

- Any welding, cutting or heating of metal surfaces containing surface coatings should be conducted in accordance with 29 CFR 1926.354 and 8 CCR 1537. These regulations require surfaces covered with toxic preservatives, and in enclosed areas, be stripped of all toxic coatings for a distance of at least 4 inches, in all directions, from the area of heat application prior to the initiation of such heat application.
- **Cal/EPA** through the Division of Toxic Substance Control (DTSC) regulates disposal of lead hazardous waste (Title 22 Division 4.5, Environmental Health Standards for the Management of Hazardous Waste). DTSC has issued guidance indicating that architectural debris with intact lead paint is normally expected to be handled as general construction waste. However, waste stream segregation and analysis is still required for all paint or coating debris regardless of if the paint or coating is intact on a building component or not. The resulting wastes may be hazardous under California and federal RCRA standards for lead and therefore require proper handling, packaging, labeling, and transportation under a proper manifest to a permitted hazardous waste storage, treatment and disposal facility.
- **CDPH:** The California Department of Public Health (CDPH) has specific requirements (Title 17 Sections 35001 thru 36100 et. al.) for hazard assessment and work in public or residential structures. These regulations require special certifications, work practices, and notification for such activities.
- **Senate Bill 460 (SB 460):** An act to amend Section 1941.1 of the Civil Code, and to amend Sections 17961, 17980, and 124130 of, and to add Sections 17920.10, 105251, 105252, 105253, 105254, 105255, 105256, and 105257 to, the Health and Safety Code, relating to lead abatement. This bill allows for fines and criminal penalties to be levied on any person who is found to have performed lead abatement without containment or created a measurable lead hazard based upon current CDPH standards. The testing for this determination can be initiated by any local or state building inspector, health department inspector, or other designated state or local official. A determination of a lead hazard is not solely based upon the lead content of the paint or coating and can be the result of the disturbance of such materials with low concentrations of lead.

Written notification to Cal/OSHA must be accomplished should LBP activities involve more than 100 square or linear feet of removal in accordance with the requirements of 8 CCR 1532.1. Proper written



notification to CDPH may be required, depending upon the nature of the activity.

Proper waste characterization and disposal of lead-containing materials and lead-contaminated debris should be conducted in accordance with Title 22 of the California Code of Regulations and the California Health and Safety Code, Section 25157.8.

D. Other items of work shall include:

1. Contractor shall provide OSHA required lead personal exposure air monitoring and applicable compliance requirements as identified in Title 8 CCR 1532.1 and 17 CCR 35001-36100.

1.3 REFERENCES

A All work shall conform to the standards set by applicable Federal, State, and local laws, regulations ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations. General - Codes, regulations and references applicable to lead removal, abatement or stabilization work include, but are not limited to the following:

1. American National Standards Institute (ANSI) publications;
Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust Systems.
Z87.1-2003 Occupational and Educational Eye and Face Protection.
Z88.2-92 Practices for Respiratory Protection.
Z89.1-86 Requirements for Protective Headgear for Industrial Workers.
Z41-91 Personal Protection - Protective Footwear.
Z88.6-84 Respiratory Protection - Respiratory Use Physical Qualifications for Personnel.
2. American Society for Testing and Materials (ASTM) publications;
D1331-89 Surface and Interfacial Tensions of Solutions of Surface-Active Agents.
3. Code of Federal Regulations (CFR);
29 CFR 1910.12 Construction Work.
29 CFR 1910.134 Subpart I, Personal Protective Equipment.
29 CFR 1910.145 Specifications for Accident Prevention Signs and tags.
29 CFR 1910.1025 Lead, General Industry.
29 CFR 1910.1020 General Safety and Health Provisions Access to Employee Exposure and Medical Records.



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29 CFR 1910.1200 Hazard Communication
29 CFR 1926.55 Gases, Vapors, Fumes, Dusts and Mists
29 CFR 1926.62 Lead – Construction Industry
40 CFR 61 Subpart A and Subpart M, USEPA, National Emission Standards for Hazardous Air Pollutants (NESHAPS).

4. Compressed Gas Association, Inc.:
G-7.1 Commodity Specification for Air (1990).
5. National Fire Protection Association (NFPA):
No. 70.1984 National Electrical Code.
6. Underwriters Laboratories (UL), Inc.
UL 586-96 (R1996) Test Performance of High Efficiency Particulate Air (HEPA) Filter Units (8th Ed.; Rev. 1996).
7. National Institute for Occupation Safety and Health (NIOSH):
4th. Ed., Vol. 1, Manual of Analytical Methods, Method 7400 Fibers.
8. California Code of Regulations (CCR):
Title 8, Section 1532.1 Lead in the Construction Industry
Title 8, Section 5216 General Industry Safety Orders, Lead Regulations.
Title 17 Sections 35001-36100 Accreditation, Certification and Work Practices for Lead Based Paint and Lead Hazards
Title 22, Division 4, Minimum Standards for Management of hazardous and extremely hazardous waste.
9. Local Air Pollution Control District
10. Other Local Regulations

In addition to any detailed requirements of the Specification, the Contractor shall at his own cost and expense comply with all laws, ordinances, rules, regulations, and guidelines of Federal, State, regional, and local authorities regarding handling and storing of lead waste material.

All regulations by the above and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited Federal, State, or local regulations or guidelines, the more restrictive or stringent requirements shall prevail. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the Contractor's responsibility to know, understand, and abide by all such regulations, guidelines, and common practices.



1.4 WORK TO BE PERFORMED BY OTHERS

A. Owner will determine work to be performed by others.

1.5 RESPONSIBILITIES OF THE OWNER

A. The Certified Lead-Related Project Monitor for the Owner will provide lead removal and stabilization oversight, contractor observation, related monitoring, related testing and analysis, visual inspection, and clearance sampling associated with lead removal and stabilization activities.

B. The Owner will pre-approve the Contractor's selection of a landfill for the disposal of lead containing and contaminated waste.

C. The Owner will provide water.

D. The Owner will provide electrical power.

1.6 REQUIRED LICENSURE

A. Contractor shall be licensed by the State of California, Contractors State License Board.

B. Subcontractors shall hold all licenses applicable to specified trade work.

C. Contractor employees shall hold applicable CDPH certifications.

1.7 PERMITS

A. Proper permits shall be in place as required by other agencies governing demolition, renovation and/or removal.

1.8 NOTIFICATIONS

A. Contractor shall make all required written notifications to regulatory agencies including the following:

1. California Occupational Safety and Health Administration
2. California Department of Public Health - Childhood Lead Poisoning Prevention Branch



1.9 INSURANCE REQUIREMENTS

A. As required by Owner.

1.10 BONDING REQUIREMENTS

A. As required by Owner.

1.11 PROJECT SCHEDULE

A. Work hours will be determined by the Owner and the contractor.

B. If Contractor elects to work in excess of the aforementioned work hours and days and Owner concurs, Contractor shall pay for monitoring, as required, performed by the Certified Lead-Related Project Monitor, associated with the additional hours, including testing, laboratory analysis and project related expense.

C. The Contractor shall start work and complete work on the following dates, as defined by the Owner:

1. SUBMITTAL DUE DATE - TO BE DETERMINED

2. START DATE - TO BE DETERMINED

3. COMPLETION DATE - TO BE DETERMINED

D. For the purposes of this Work Plan "submittal due date" shall mean the day on which submittals required by Article 1.14 shall be received by the Certified Lead-Related Project Monitor "start work" shall mean the day Contractor arrives on the project site, and "complete work" shall mean the day Contractor leaves the project site including final clearance testing and demobilization.

1.12 PROCEDURES

A. Contractor shall perform all Work in compliance with the most recent edition of all applicable Federal, State, and local regulations, standards and codes governing lead abatement.

1. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

B. Regulations, Standards, and Codes (General):



1. General applicability of Federal, State, and local regulations, standards and codes governing lead abatement, except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable regulations, standards, and codes have the same force and effect and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith.
 2. Cal-OSHA, Title 8 of the California Code of Regulations, Section 1532.1 and Title 17 of the California Code of Regulations, Sections 35001-36100, shall apply to LBP removal activities, respectively, and shall have the same force and effect and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith.
- C. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The contractor is responsible for providing training, medical examinations and maintaining training/medical records of personnel as required by the applicable federal, state, and local regulations. The Contractor shall hold the Owner and the Certified Lead-Related Project Monitor harmless for failure to comply with any applicable lead abatement, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

1.13 SUBMITTALS

- A. PRIOR to commencement of work, the Contractor shall submit two (2) copies to the Owner and the Certified Lead-Related Project Monitor of documentation for approval that includes, without limitation, the following:
1. Submit copies of licenses and registrations required including subcontractor's licenses.
 2. Submit copies of written notification to the following regulatory agencies:
 - a. California Division of Occupational Safety and Health.
 - b. California Department of Public Health - Childhood Lead Poisoning Prevention Branch
 3. Submit proof of insurance coverage required including proof of insurance for subcontractors.
 4. Submit proof of legal right to use patented equipment or processes.



5. Manufacturer's certification that HEPA vacuums, differential pressure air filtration devices and other local exhaust ventilation equipment conform to ANSI Z9.2-79.
6. Prior to the start of work, the Contractor shall submit to the Certified Lead-Related Project Monitor, for approval, a site-specific work plan detailing paint film stabilization (PFS) and related removal methods to be utilized and measures to prevent the release of lead contaminated materials to soil, water, air, and other environmental media.
7. Submit full manufacturers' product data and material safety data sheet for all chemical products to be used on site.
8. Submit a construction schedule indicating milestones and dates of completion for each phase of the Work. Submit the schedule to Owner Project Manager or their representative prior to the Pre-Construction Meeting.
9. Submit documentation that Contractor's employees performing PFS, removal, disposal, and air sampling operations have received training in accordance with 8 CCR 1532.1 and 17 CCR 35001-36100.
10. Submit documentation from Physician that all employees or agents who may be exposed to airborne lead in excess of background levels have received medical surveillance in accordance with 8 CCR 1532.1 to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the workplace environment (e.g. high temperatures, humidity, chemical contaminants) that may impact on the employee's ability to perform work activities.
11. Submit documentation from a Physician that all employees or agents who may be exposed to lead contaminated dust have received a comprehensive medical examination as required by 29 CFR 1926.62 and Title 8 CCR 1532.1. In addition, the Contractor is to provide Blood Lead Tests on each employee within a two-week period prior to the commencement of said work and within a two-week period of the completion of this project.
12. Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be in accordance with qualitative procedures as required by Title 8 CCR 1532.1 regulations or be qualitative in nature and conducted at least annually.
13. Submit an emergency preparedness plan as required by Article 1.17 - Emergency Planning.



B. During abatement activities, Contractor shall submit to the Certified Lead-Related Project Monitor documentation that includes, without limitation, the following:

1. Submit copies of the work area entry/exit log book. Log book must record name, affiliation, time in, and time out for each entry into the work area.
2. Submit copies of logs documenting filter changes on respirators, HEPA vacuums, water filtration device, and other engineering controls.
3. Submit copies of Material Safety Data Sheets (MSDS) for solvents, encapsulants, wetting agents and replacement materials, as necessary.
4. Submit and post on site (within 48 hours) results of all required OSHA air monitoring.
5. Submit copies of all accident/incident reports where injury or damage has occurred on or to the Owner's property.

1.14 NOTICES

A. Post in the clean room area of the worker decontamination enclosure a list containing the names, and telephone numbers of the Owner's Project Manager and the Certified Lead-Related Project Monitor.

B. Post in the clean room area of the worker decontamination enclosure, or other approved prominent location, a list of all persons authorized to enter the work area.

C. Additional postings shall include:

1. Visitor Entry and Exit Log.
2. Employee Daily Sign in Log.
3. Entry and Exit Procedures.
4. Emergency Procedures.
5. As required by the Department of Labor.
6. Cal/OSHA Lead Notification form.

1.15 SITE USE AND SECURITY



- A. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond which areas on which work is indicated are not to be disturbed.
- B. The work area shall be restricted only to authorized, trained and protected personnel, including Contractor, Contractor's employees, Owner's employees, the Certified Lead-Related Project Monitor, Federal, State, and Local inspectors.
- C. Entry into the work area by unauthorized individuals shall be reported immediately to the Consultant.
- D. Contractor shall be responsible for project site security during abatement operations in order to protect work efforts and equipment. Contractor shall remove and clean areas prior to leaving the site each day. Contractor is responsible for any containment or equipment left beyond the scheduled shift. Contractor will secure the site beyond the scheduled shift if materials are left by either erecting a security fence or providing 24-hour site supervision.

1.16 EMERGENCY PLANNING

- A. Emergency planning and procedures shall be developed by Contractor prior to abatement initiation.
- B. Emergency procedures shall be in written form and prominently posted. Contractor shall ensure that all persons entering the work area read these procedures and understand the Project site layout, location of emergency exits and emergency procedures.
- C. Emergency planning shall include considerations of fire, explosion, electrical hazards, slips, trips and falls, confined spaces, earthquakes and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided by Contractor.
- D. Employees shall be trained in evacuation procedures in the event of work place emergencies.
 - 1. For non-life-threatening situations, employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the work place to obtain proper medical treatment.
 - 2. For life-threatening injury or illness, worker decontamination shall take least priority. After measures to stabilize the injured worker, remove him from the work place and secure proper medical treatment.
 - a. Telephone numbers of all emergency response personnel shall be prominently posted in the clean and equipment rooms.



1.17 FIRE PROTECTION

- A. All plastic, spray-on strippable coatings, and structural materials used in the lead abatement process shall be UL approved and certified as fire retardant or noncombustible.
- B. Wood shall be pressure treated and certified as fire retardant.
- C. Material Safety Data Sheets (MSDS) for fire retardant materials shall be made available upon request.
- D. All combustible rubbish and debris, including properly bagged lead associated waste shall be properly disposed of at the end of each working day.
- E. A minimum of one (1) 4A/60BC dry-chemical extinguisher shall be maintained at the entrance to the work area and inside the work area as needed.
 - 1. Contractor shall ensure that on site personnel are aware of the location and proper use of all extinguishers and other fire/life safety equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Contractor shall carefully adhere to the following:
 - 1. All plastic, spray-on strippable coatings and structural materials used shall be UL certified as fire retardant or non-combustible.
 - 2. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand name (where applicable).
 - 3. Polyethylene sheeting utilized for worker decontamination and barriers shall be black or opaque in color and shall be a minimum of 6 mil. thick.
-
- 4. Disposal bags shall be doubled 6-mil. polyethylene, pre-printed with labels as required by 8 CCR Section 1532.1, and if applicable 22 CCR Section 66504.
 - 5. Stick-on labels as per the Environmental Protection Agency (EPA), Department of Transportation (DOT) and the Cal/OSHA requirements for disposal drums.
 - 6. Warning signs as required by CAL-OSHA shall be utilized at each regulated work area.



7. Postings at all entrances to the structure(s) undergoing disturbance of lead-based or lead containing paint as per Title 17 CCR 35001-36100.

B. Lead Removal:

1. Furnish all MSDS sheets for applicable materials. Non-phosphate based cleaning agents, such as "Lead Dissolve", shall be used for clean-up applications.

2.2 EQUIPMENT

A. General:

1. Respirators shall be furnished to the abatement workers by Contractor. The respirators shall have been tested and approved by National Institute of Occupational Safety and Health (NIOSH) for use in lead-contaminated atmospheres.
2. Contractor shall provide full body disposable protective clothing, including head, body, and foot coverings to all workers and visitors working in and/or inspecting the work area where exposure to lead dust may exist, in sizes adequate to accommodate movement without tearing.
3. Additional safety equipment (e.g. hard hats, eye, safety, and disposable gloves), as necessary, shall be furnished to all workers and authorized visitors and shall comply with 8 CCR 1500-1938 and 3300-3416.
4. Non-skid footwear shall be worn by all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
5. Furnish a sufficient supply of disposable mops, rags, and sponges for work area decontamination.

B. Removal:

1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be furnished as needed.
2. Rubber dustpans and rubber squeegees shall be furnished for cleanup.
3. Brushes utilized for removing loose lead containing material shall have nylon or fiber bristles, not metal.
4. A sufficient supply of HEPA filtered vacuum systems shall be furnished during cleanup.



- C. Encapsulation: Encapsulants shall be sprayed using airless spray equipment or hand pressurized sprayer. All encapsulants must be compatible with new paint and must form a sealable bond between the two.
- D. Enclosure: Powered tools equipped with HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports if there is any need to disturb lead-containing materials during this process. As an alternative, lead material may be partially removed following controlled removal procedures approved by the Owner or their representative.

PART 3 EXECUTION

3.1 REMOVAL PREPARATION

- A. All lead abatement workers shall be provided with the following:
 - 1. A clean changing area.
 - 2. Wash basins equipped with soap, clean water and towels.
 - 3. Proper respiratory protection.
 - 4. Training on proper techniques in decontamination and personal hygiene requirements.
 - 5. Training on the health hazards of lead exposure including ingestion of lead-contaminated food.
- B. Preparation for Interior Operations:
 - 1. Provide warning/danger signs and required postings at all approaches to lead control areas and entrances to the structures, respectively. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Signs shall comply with the requirements of 8 CCR 1532.1 and 17 CCR 35001-36100.
 - 2. Pre-clean areas around loose or peeling paint using a HEPA-filtered vacuum and/or wet cleaning (with non-phosphate detergents) as appropriate. Contractor shall not use any methods that would raise dust such as dry sweeping or otherwise disturb LBP during the pre-cleaning phase.
 - 3. Cover floors directly underneath areas scheduled for removal with polyethylene sheeting.



- a. Floor shall be covered with one layer of 6-mil (minimum) sheeting extending at least five (5) feet in each direction from the area of removal.

C. Exterior Preparation:

1. Set up a lead control area by cordoning abatement area off with warning tape bearing bold, 2-inch lettering stating the following: "CAUTION-LEAD HAZARD-DO NOT ENTER WORK AREA UNLESS AUTHORIZED".
2. Install remote worker decontamination unit described in Article 3.6 or as agreed upon with the Owner or their representative.
3. Lead Abatement Handlers shall don personnel protective equipment as required in Article 2.2 - Equipment.
4. Pre-clean all vertical and horizontal surfaces within the work area using a HEPA-filtered vacuum and/or wet cleaning (with non-phosphate detergents) as appropriate. Work area includes, but is not limited to the exterior of the building and the interior of all windows and associated areas under the interior polyethylene. Contractor shall not use any methods that would raise dust such as dry sweeping or otherwise disturb LBP during the pre-cleaning phase.
5. HEPA vacuum all surfaces below for a distance of three feet in all directions from the intended building component on which removal is to be conducted, removing all pre-existing paint debris.
6. Place 6-mil. Polyethylene sheeting on the ground attached to the foundation, or the exterior floors (i.e., deck or porch) when applicable.
7. Extend plastic sheeting at least ten (10) feet out from the foundation for a single story and an additional one (1) foot per foot above 10 feet being abated.
8. Weight down the polyethylene sheeting at the foundation, and along all edges and seams.
9. Do not perform exterior removal on days when the constant wind speed is 20 miles per hour or over. If the removal procedure is producing dry waste in which visible movement along polyethylene sheeting is evident erect vertical shrouds around the perimeter of the work area.
10. Perform removal activities in accordance with Article 3.2 - LBP REMOVAL PROCEDURES.

3.2 LBP REMOVAL PROCEDURES



- A. Prior to the start of work the Contractor shall submit to the Owner or their representative, for approval, a site specific work plan detailing LBP removal methods to be utilized and measures to prevent the release of lead contaminated materials to soil, water, air, and other environmental media as required in Article 1.14 - Submittals.
- B. LBP shall be stabilized via removal on all surfaces using methods that reduce the amount of airborne lead particulates generated and the amount of waste for disposal.
- C. For health and safety reasons the following LBP removal methods shall not be used:
 - 1. Chemical removal methods that produce liquid waste that is regulated under present United States Environmental Protection Agency, RCRA, state and local hazardous waste regulations, unless approved by the Owner.
 - 2. Burning of lead-based paint with an open flame torch, or equivalent method that will generate airborne lead fumes/particles.
 - 3. Dry sanding lead-based paint with an abrasive electric or air-powered sander without HEPA vacuum filtration equipment.
 - 4. Uncontained water blasting.

3.3 LEAD WASTE HANDLING PROCEDURES

- A. Maintain surfaces within the lead control area free of accumulations of paint chips and dust. Restrict the spread of dust and debris; keep waste from being distributed over the work area. Do not dry sweep or use compressed air to clean up the area. At the end of each work shift and when the lead removal operation has been completed, clean the area of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner and/or wet mopping the area.
- B. All disposable personal protective equipment, respirator cartridges, and HEPA vacuum filters shall be disposed of upon completion of the work shift and when the lead removal operation has been completed.
- C. All removed LBP, lead-contaminated clothing and equipment, and lead-containing dust/debris shall be placed into a United States Department of Transportation 49 CFR 178 approved 55-gallon drum.
 - 1. Waste streams shall be segregated for required disposal testing. Contractor is responsible to test said materials in accordance with all Federal, State and local laws. Contractor must



separate non-hazardous waste from hazardous waste. Contractor is to test all wastewater prior to release into the sanitary storm drain in accordance with local and State water standards. The Certified Lead-Related Project Monitor must be notified in writing at least 48 hours in advance of testing, so testing can be verified. A copy of the test results shall be sent to Owner and the Certified Lead-Related Project Monitor prior to waste removal.

- D. Properly label each drum to identify the type of waste per 49 CFR 172 and the date lead-contaminated wastes were first put into the drum.
- E. The Contractor shall make provisions for the safe storage of waste on site for waste characterization and eventual disposal. For health and safety reasons, waste storage areas must be treated as lead control areas with restricted access.
- F. All lead waste or lead-contaminated waste shall be characterized by performing Total Threshold Level Limit Concentration (TTL), Soluble Threshold Limit Concentration (STLC) and/or Toxicity Characteristic Leaching Procedure (TCLP) tests prior to disposal. STLC or TCLP results indicating 5 parts per million or more shall be disposed of as (RCRA) regulated hazardous waste. Lead waste characterization and disposal shall be the responsibility of the Contractor.

3.4 LEAD WORK AREA CLEAN UP PROCEDURE

- A. After all work activities on the LBP have been completed from the specified building components, the Contractor shall clean all identified surfaces and remove any "settled" lead dust/debris. The following procedures shall be used:
 - 1. HEPA vacuum all surfaces in the work area including woodwork, walls, windows, window wells, and floors.
 - 2. Wash all surfaces in the work area with a solution containing non-phosphate detergents. Prepare solution using hot water. Workers shall use towels, sponges, and mops to clean all surfaces including all areas that had been covered with polyethylene sheeting. Cleaning shall start at the ceiling and work down to the floors. Mix up a new cleaning solution frequently so it remains relatively clean.
 - 3. Discard all items used for cleaning (towels, sponges, rags, mop heads, etc.) in a plastic bag for later disposal into steel drums.
 - 4. After the surfaces have dried, HEPA vacuum all surfaces a second time until no dust or residue can be seen.



3.5 FINAL INSPECTION

- A. The following two inspections shall be performed by the Certified Lead-Related Project Monitor with the assistance of the Contractor:
1. A visual inspection after all LBP work is completed. This inspection will determine that all required surfaces have been properly removed and/or stabilized. The inspection will occur at a minimum of 24 hours after all wet methods have been used to assure that delamination caused by the water has not occurred.
 2. After the final cleanup of the work areas a visual inspection and dust-wipe clearance sampling will be conducted.
 3. Dust-wipe clearance criteria:
 - a. Interior Floors = 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$)
 - b. Interior Window Surfaces/Sills = 100 $\mu\text{g}/\text{ft}^2$
 - c. Exterior Horizontal Window Troughs and Floors = 400 $\mu\text{g}/\text{ft}^2$

3.6 LEAD WORKER DECONTAMINATION SYSTEMS

- A. Worker decontamination enclosure systems shall be provided for all locations where workers will enter or exit the work area. As a minimum, one system at a single location is required.
- B. Worker decontamination enclosure systems constructed at the Project site shall utilize 6-mil. black or opaque polyethylene sheeting, or other approved materials for privacy.
- C. Alternate methods of providing Decontamination facilities may be submitted to the Owner for approval. Do not proceed with any such method(s) without the written authorization of the Certified Lead-Related Project Monitor.
1. Prior to the receipt of negative exposure assessments as required in 8 CCR 1532.1, the worker decontamination enclosure system shall consist of at least a clean room, wash room, and an equipment room, each separated from the other and from the work area by airlocks.
 2. Clean rooms shall be sized to adequately accommodate the work crew. Space for storing respirators shall be provided in this area. Clean work clothes, clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A location for posting notices shall also be provided in this area.



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3. Wash room shall contain one or more washbasins as necessary to adequately accommodate workers. An adequate supply of soap, shampoo and towels shall be supplied by Contractor and available at all times.
4. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for filtration equipment, extra tools, containers or surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A walk-off pan (a small children's swimming pool or equivalent filled with water shall be located in the room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A drum lined with a labeled 6-mil. polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear shall be stored in this area for reuse the following workday.

3.7 ALTERNATE PROCEDURES

- A. If specified procedures cannot be utilized, a request shall be made in writing to the Certified Lead-Related Project Monitor providing details of the problem encountered and recommended alternatives.
- B. Alternative procedures shall provide equivalent or greater protection than procedures that are replaced.
- C. Any alternative procedure must be approved in writing by the Certified Lead-Related Project Monitor prior to the implementation of the procedure.

3.8 OWNER PERFORMED SAMPLING AND TESTING

- A. The Owner and the Certified Lead-Related Project Monitor may, at its discretion, perform environmental air, soil, and dust-wipe sampling for lead. Contractor shall control lead levels outside the work boundary or lead control area so that the airborne lead level, soil levels, and ground surface levels does not exceed established background levels.

3.9 OSHA PERSONNEL AIR MONITORING

- A The contractor is responsible for providing daily OSHA compliance monitoring as required by 29 CFR 1926.62 and 8 CCR 1532.1.
 1. At minimum, Contractor shall conduct breathing zone personal air monitoring of each and every different job category/task (i.e. preparation, wet scraping, feathering, priming,



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clean-up, etc.) Breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 6 to 9 inches from the center at the nose or mouth of an employee.

2. Monitoring shall be conducted by a qualified professional experienced and knowledgeable about the methods of air monitoring and in accordance with 29 CFR 1926.62 and 8 CCR 1532.1.
3. Monitoring results and appropriate laboratory analysis reports shall be submitted to the Owner and the Certified Lead-Related Project Monitor within forty-eight (48) hours of the monitoring work.

It is the contractor's responsibly to confirm the hazardous material quantities present prior to initiating renovation or demolition activities at the subject buildings. Should materials similar to those identified in this report, or other forms of suspect hazardous materials be present or identified, personnel should be instructed to immediately cease work activities which may initiate a fiber release episode and notify the appropriate management personnel and the Certified Lead-Related Project Monitor. Suspect hazardous materials encountered during renovation or demolition activities that have not been assessed either may be assumed to be hazardous and handled accordingly or may be sampled by the Certified Lead-Related Project Monitor and analyzed to assess whether they are hazardous.

Specification prepared and reviewed for the Grossmont Union High School District by:

Kirk Hopka
Hazardous Materials Project Manager
CDPH Lead I/A, P/M #LRC00004527, LRC00004526

Jerry R. Sherman, LEED AP
Hazardous Materials Service Manager
CDPH Lead Inspector-Assessor #LRC00004015



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Kirk Hopka

CERTIFICATE TYPE:

Lead Inspector/Assessor
Lead Project Monitor

NUMBER:

LRC-00004527
LRC-00004526

EXPIRATION DATE:

1/31/2022
1/31/2022

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Jerry Sherman

CERTIFICATE TYPE:

Lead Inspector/Assessor

NUMBER:

LRC-00004015

EXPIRATION DATE:

1/7/2022

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at [***.cdph.ca.gov/programs/clppb_or_calling \(800\) 597-LEAD](http://***.cdph.ca.gov/programs/clppb_or_calling_(800)_597-LEAD).

TECHNICAL UNIVERSAL, REGULATED AND HAZARDOUS WASTE ABATEMENT
SPECIFICATION



UNIVERSAL, REGULATED AND HAZARDOUS WASTE REMOVAL SPECIFICATION

PART 1 - GENERAL

1.1 PROJECT SITE

- A. The project site is identified as the Old Hospital at the future site of the Mono County Jail, 221 Twin Lakes Rd., Bridgeport, California, California. The subject site building is planned for demolition.

1.2 SCOPE OF WORK

- A. All work shall be supervised by experienced persons trained, knowledgeable and qualified in the techniques of URHW material abatement and the handling of associated waste and contaminated materials and the subsequent cleaning of the contaminated areas.
- B. Contractor shall furnish all labor, materials, services, insurance (specifically covering the handling and transportation of hazardous material), and equipment which is specified, shown or reasonably implied for the removal, transport, and disposal of the following materials from the building locations as indicated (all quantities are approximate):

UNIVERSAL, REGULATED AND HAZARDOUS WASTE (URHW)

This section applies to the removal of all URHW Rule items, such as fluorescent light fixture ballasts, non-incandescent lamps (fluorescent light tubes), emergency lights, mercury switches and thermostats, as well as other commonly encountered items, such as refrigerants and other URHW.

A. All fluorescent light fixtures to be disposed of shall be disassembled in a non-destructive manner. All fluorescent light tubes shall be removed intact, packaged, and disposed of in accordance with Title 22 of the California Code of Regulations, Sections 66243, et seq., and Sections 25157.8, et al, of the California Health and Safety Code.

B. Once fluorescent light tubes have been removed from light fixtures to be disposed of, ballasts shall be visually inspected. All ballasts which are not clearly marked "No PCBs" or "PCB Free" shall be assumed to contain PCBs, and shall be removed intact, packaged, and disposed of in accordance with Title 22 of the California Code of Regulations, Sections 66243, et seq., and Sections 25157.8, et al, of the California Health and Safety Code. Any ballasts which are observed to be leaking shall be containerized, and shall be disposed via incineration as per 40 CFR 761. All other ballasts may be incinerated or recycled, in accordance with 40 CFR 761. In spite of the small capacitor variance, land disposal of PCB-containing ballasts shall not be considered an acceptable disposal method, under any circumstances.



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C. Mercury switches identified in thermostat controls, thermometers and/or any other electrical switching equipment to be demolished shall be removed intact, packaged, and disposed of in accordance with Title 22 of the California Code of Regulations, Sections 66243, et seq., and Sections 25157.8, et al, of the California Health and Safety Code. The Owner’s preferred method of disposal shall be recycling.

D. All identified refrigerants shall be collected and disposed of in accordance with all applicable GBUAPCD and federal EPA guidelines. The Owner’s preferred method of disposal shall be recycling.

E. All other URHW wastes shall be removed intact, where feasible, and shall be packaged and disposed of in accordance with Title 22 of the California Code of Regulations, Sections 66243, et seq., and Sections 25157.8, et al, of the California Health and Safety Code.

F. Contractor shall utilize employees with HAZWOPER training, as outlined in 29 CFR 1910.120 and 8 CCR 5192, when handling all URHW, including fluorescent light ballasts and tubes, mercury switches and thermometers, refrigerants, batteries, and the like.

G. Contractor shall furnish all labor, materials, services, insurance (specifically covering the handling and transportation of a URHW), and equipment which is specified, shown or reasonably implied for the removal, transport, and disposal of the hazardous materials identified.

All URHW shall be containerized as appropriate and disposed of in a manner that satisfies the requirements for waste characterization and disposal in accordance with the requirements of Title 22 of the California Code of Regulations, Sections 66243, et seq., and Sections 25157.8, et al, of the California Health and Safety Code.

Contractor shall submit a work plan for the removal, handling, and disposal of all URHW materials, including but not limited to fluorescent light ballasts and tubes, mercury switches, refrigerants, batteries, and potentially radioactive smoke detector or exit sign sources

Table 1 of 1

LOCATION	Universal, Regulated and Hazardous Waste (URHW)	APPROXIMATE QUANTITY
Old Hospital Building - Throughout	Fluorescent Light Tubes (Mercury)	400
Old Hospital Building - Throughout	FLT Ballasts (PCBs)	160



LOCATION	Universal, Regulated and Hazardous Waste (URHW)	APPROXIMATE QUANTITY
Old Hospital Building - Throughout	Smoke alarms	25
Old Hospital Building - Throughout	Emergency lights	1
Old Hospital Building - Throughout	Metal halide and halogen lights	4
Old Hospital Building - Throughout	Thermostat switches (Mercury)	4
Old Hospital Building - Throughout	A/C units (Freon)	4
Maintenance Building - Throughout	Fluorescent Light Tubes (Mercury)	20
Maintenance Building - Throughout	FLT Ballasts (PCBs)	6
Maintenance Building - Throughout	Televisions	2
Maintenance Building - Throughout	Generators	2
Maintenance Building - Throughout	Direct TV dish	1
Maintenance Building - Throughout	Satellite dish	1

At no time should the identified URHW be disturbed by untrained personnel. These materials should be removed prior to any activities which will impact these materials.

1.3 WORK TO BE PERFORMED BY OTHERS

- A. Owner will determine work to be determined by others.

1.4 RESPONSIBILITIES OF THE OWNER

- A. An independent Consultant for the Owner will provide removal oversight, contractor observation, and visual inspection, associated with the URHW removal activities.
- B. The Owner will pre-approve the contractor’s selection of a landfill for the disposal of contaminated waste.

1.5 REQUIRED LICENSURE



- A. The Contractor shall be licensed by the State of California, Contractors State License Board.

The Owner reserves the right to approve all waste haulers.

- B. Subcontractors shall hold all licenses applicable to specified trade work.

1.6 PERMITS

- A. Proper permits shall be in place as required by other agencies governing demolition, renovation and/or abatement.

1.7 NOTIFICATIONS

- A. Contractor shall make all required written notifications

1.8 INSURANCE REQUIREMENTS

- A. Owner will determine insurance requirements.

1.9 PROJECT SCHEDULE

- A. All work shall be performed as determined by the Owner.
- B. The Contractor shall start work and complete work on dates as defined by the Owner:

1.10 PROCEDURES

-
- A. Contractor shall perform all Work in compliance with the most recent edition of all applicable federal, state, and local regulations, standards and codes governing URHW, transport, and disposal.

- 1. Requirements may include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

- B. Regulations, Standards, and Codes (General):

- 1. General applicability of federal, state, and local regulations, standards and codes governing URHW abatement, demolition, transport and disposal, except to the extent that more explicit or more stringent



requirements are written directly into the contract documents, all applicable regulations, standards, and codes have the same force and effect and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith.

- C. **Contractor Responsibility:** The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The contractor is responsible for providing training, medical examinations and maintaining training/medical records of personnel as required by the applicable federal, state, and local regulations.

The Contractor shall hold the Owner and the Independent Consultant harmless for failure to comply with any applicable hazardous materials abatement, transport, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

1.11 SUBMITTALS

- A. At least one week prior to commencement of work, Contractor shall submit (two copies) to the Independent Consultant of documentation that includes, without limitation, the following:
1. Submit copies of licenses and registrations required by Article 1.5 Required Licensure (include copies of subcontractor's licenses).
 2. Submit copies of written notification to the following regulatory agencies if applicable.
 3. Submit proof of insurance coverage required by Article 1.8 Insurance Requirements (include proof of insurance for subcontractors).
 4. Submit proof of legal right to use patented equipment or processes.
 5. Manufacturer's certification that HEPA vacuums, differential pressure, air filtration devices and other local exhaust ventilation equipment conform to ANSI Z9.2-79 (if used on-site).
 6. Prior to the start of work, the Contractor shall submit to the Independent Consultant, for approval, a site-specific work plan detailing removal methods to be utilized.



7. Submit full manufacturer's product data and material safety data sheet for all chemical products to be used on site.
 8. Submit a construction schedule indicating milestones and dates of completion for each phase of the Work. Submit the schedule at least two days prior to Job Start.
 9. Submit documentation that Contractor's employees, including foreman, supervisor, and any other company personnel or agents who may be exposed.
 10. Submit documentation from Physician that all employees or agents who may be exposed to URHW materials have received medical monitoring in accordance with 29 CFR 1926.1101 to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the workplace environment (e.g. high temperatures, humidity, and chemical contaminants) that may impact on the employee's ability to perform work activities.
 11. Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be conducted annually and in accordance with qualitative procedures as required by 8 CCR 5144 or be quantitative in nature.
 12. Submit an emergency preparedness plan as required by Article 1.14 - Emergency Planning.
 13. Submit documentation of previous of exposure levels from similar URHW abatement projects for the proposed Contractor's employees and agents who must enter the work area.
-
- B. During abatement activities, Contractor shall submit to the Independent Consultant documentation that includes, without limitation, the following:
1. Submit copies of the work area entry/exit logbook. Logbook must record name, affiliation, time in, and time out for each entry into the work area.
 2. Submit copies of logs documenting filter changes on respirators, HEPA vacuums, differential pressure, air filtration devices, water filtration device, and other engineering controls (if used on site).



3. Submit copies of Material Safety Data Sheets (MSDS) for materials, as necessary.
4. Submit and post on site (within 24 hours of collection completion) results of all required OSHA air monitoring.
5. Submit copies of all accident/incident reports where injury or damage has occurred on or to the Owner's property.
6. Submit copies of daily logs indicating location(s) worked, type of materials removed, quantity of materials removed and number of personnel conducting the aforementioned activities.
7. Submit copies of all transport manifests, trip tickets and disposal receipts for all URHW materials removed from the work area within 24 hours of the transport to the Owner.

1.12 NOTICES

- A. Post in the clean room area of the worker decontamination enclosure a list containing the names, and telephone numbers of appropriate personnel (if used on site).
- B. Post in the clean room area of the worker decontamination enclosure a list of all persons authorized to enter the work area (if used on site).
- C. Additional postings shall include:
 1. Visitor Entry and Exit Log.
 2. Employee Daily Sign in Log.
 3. Entry and Exit Procedures.
 4. Emergency Procedures.
 5. As required by the Department of Labor

1.13 SITE USE AND SECURITY

- A. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond which areas on which work is indicated are not to be disturbed.
- B. The work area shall be restricted only to authorized, trained and protected personnel, including Contractor, Contractor's employees, Owner employees, Building Management, and the Independent Consultant, State and Local inspectors.



- C. Entry into the work area by unauthorized individuals shall be reported immediately to the Independent Consultant.
- D. Contractor shall be responsible for Project site security during abatement operations in order to protect work efforts and equipment.

1.14 EMERGENCY PLANNING

- A. Emergency planning and procedures shall be developed by Contractor prior to URHW abatement initiation.
- B. Emergency procedures shall be in written form and prominently posted. Contractor shall ensure that all persons entering the work area read these procedures and understand the Project site layout, location of emergency exits and emergency procedures.
- C. Emergency planning shall include considerations of fire, explosion, electrical hazards, slips, trips and falls, confined spaces, and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided by Contractor.
- D. Employees shall be trained in evacuation procedures in the event of work place emergencies.
 - 1. For non-life-threatening situations, employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the work place to obtain proper medical treatment.
 - 2. For life-threatening injury or illness, worker decontamination shall take least priority. After measures to stabilize the injured worker, remove him from the work place and secure proper medical treatment.
 - 3. Telephone numbers of all emergency response personnel shall be prominently posted in the clean and equipment rooms.

1.15 FIRE PROTECTION

- A. All plastic, spray-on strippable coatings, and structural materials used in the asbestos abatement process shall be UL approved and certified as fire retardant or noncombustible.
- B. Wood shall be pressure impregnated and certified as fire retardant.



- C. Material Safety Data Sheets (MSDS) for fire retardant materials shall be made available upon request.
- D. All combustible rubbish and debris, including properly bagged asbestos shall be properly disposed of at the end of each working day.
- E. A minimum of one (1) 4A/60BC dry-chemical extinguisher shall be maintained at each of the following locations:
 - 1. At each corner of the work area, where no clear corners exist, four (4) extinguishers shall be placed around the exterior wall of the work area so that they are approximately 25 percent of the total distance apart.
 - Exception: Where the total containment area is less than 1,000 square feet, two (2) 4A/60BC extinguishers shall be provided. All extinguishers shall be clearly identified with red tape.
 - 2. Contractor shall ensure that on site personnel are aware of the location and proper use of all extinguishers and other fire/life safety equipment.
- F. All existing fire detection, alarm systems, connections and standpipes shall remain in place, active and unobstructed. The Independent Consultant must approve any alteration to this equipment.
- G. Contractor shall conduct activities in accordance with all procedures and requirements as outlined in Local Fire Department Requirement.

PART 2 - PRODUCTS

2.1 MATERIALS

-
- A. General: Contractor shall carefully adhere to the following, if applicable:
 - 1. All plastic, spray-on strippable coatings and structural materials used shall be UL certified as fire retardant or non-combustible.
 - 2. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand name (where applicable).
 - 3. Polyethylene sheeting utilized for worker decontamination and barriers shall be black or opaque in color and shall be a minimum of 6 mil. thick.



4. Disposal bags shall be doubled 6-mil. Polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b) (i) (iv), CAL-OSHA Title 8 CCR Section 5208, and if applicable Title 22 CCR Section 66504.
5. Stick-on labels shall be used as per EPA or Cal/OSHA requirements for disposal drums.
6. Warning signs as required by Cal/OSHA shall be utilized.

B. Removal and Encapsulation, if applicable:

1. Surfactant (wetting agent) shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in proportion of 1 fluid ounce to 5 gallons.
2. The encapsulating agent to be applied shall adhere to the substrate surfaces from which asbestos-containing material has been stripped.
3. The encapsulating agent shall not be flammable and should not be solvent-based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbon.

C. Replacement:

1. Not Applicable.

2.2 EQUIPMENT

A. General:

1. If applicable, a sufficient quantity of HEPA vacuums and/or differential pressure air filtration devices equipped with HEPA filtration and operated in accordance with ANSI Z9.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos Containing Materials in Buildings. To calculate total air flow requirement, use the following equation:

$$\text{Total ft}^3/\text{min} = \frac{\text{Vol. of work area (in ft}^3\text{)}}{15 \text{ min}}$$



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To calculate the number of units needed for the abatement, use the following equation:

$$\text{Number of units needed} = \frac{\text{[total ft}^3\text{/min]}}{\text{[Capacity of unit in ft}^3\text{/min]}}$$

2. Type "B" powered air-purifying respirators (PAPR) at minimum shall be utilized during removal of any friable asbestos containing material.
 3. Air purifying respirators with dual HEPA/organic cartridges may be utilized during URHW removal.
 4. Respirators shall be furnished to the abatement workers by Contractor. The respirators shall have been tested and approved by National Institute of Occupational Safety and Health (NIOSH) for use in URHW contaminated atmospheres.
 5. Contractor shall provide full body disposable protective clothing, including head, body, and foot coverings to abatement workers and visitors in sizes adequate to accommodate movement without tearing.
 6. In accordance with 8 CCR 1514, the following additional safety equipment;
(e.g. hard hats meeting the requirements of 8 CCR 1515, eye protection meeting the requirements of 8 CCR 1516, safety shoes meeting the requirements of 8 CCR 1517, hand protection meeting the requirements of 8 CCR 1520, hearing protection meeting the requirements of 8 CCR 1521 and body protection meeting the requirements of 8 CCR 1522), as necessary, shall be furnished by the Contract to all workers and authorized visitors.
 7. ~~Non-skid footwear shall be furnished to all abatement workers by the Contractor. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.~~
 8. Furnish a sufficient supply of disposable mops, rags, and sponges for work area decontamination.
- B. Removal, if applicable:
1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g., screw drivers, pliers, etc.) shall be furnished by the Contractor as needed.
 2. Rubber dustpans and rubber squeegees shall be furnished by the



Contractor for cleanup.

3. Brushes utilized for cleaning shall have nylon or fiber bristles, not metal.
 4. A sufficient supply of HEPA filtered vacuum systems shall be furnished by the Contractor during cleanup.
- C. Encapsulation, if applicable: Encapsulants shall be sprayed by the Contractor, using airless spray equipment or hand pressurized sprayer.
- D. Enclosure, if applicable: Hand tools equipped with HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports if there is any need to disturb asbestos containing materials during this process.

PART 3 - EXECUTION

3.1 URHW REMOVAL PREPARATION

- A. Contractor shall coordinate all items of work with the Independent Consultant.
- B. Contractor shall shut down and lock out all heating, cooling, and air conditioning system (HVAC) components that are in, supply, or pass through the work area. The HVAC system shall remain off during project.
- C. Contractor shall shut down and lock out electric power to all Work Areas. Contractor shall provide temporary power (if needed) and lighting sources, insure safe installation of temporary power sources (if needed) and equipment by compliance with all applicable electrical code requirements and Cal/OSHA requirements for temporary electrical systems. Protect each circuit with a Ground Fault Circuit Interrupter (GFCI) of proper size located in the temporary panel. Do not use outlet type GFCI devices. The temporary electrical service shall provide 150% of the maximum capacity of all of the Contractors equipment.
- D. Install worker decontamination unit described in Article 3.3 and/or 3.4 or as agreed upon with the Independent Consultant.
- E. Post warning signs meeting the specifications of Cal/OSHA. Signs shall be posted at a distance sufficiently far enough away from a work area to permit a person to read the sign and take necessary protective measures to avoid exposure.
- F. URHW Materials Handlers shall don personnel protective equipment as required in Article 2.2 - Equipment.
- G. Pre-clean all vertical and horizontal surfaces within the work area using a HEPA-



filtered vacuum and/or wet cleaning techniques as appropriate. Contractor shall not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters and shall not disturb asbestos containing materials during the pre-cleaning phase.

- H. Seal off all openings between the Work Area and uncontaminated areas outside of the Work Area.
- I. Perform all removal material in accordance with Article 3.2 – Universal, Regulated and Hazardous Materials Removal Procedures.

3.2. URHW REMOVAL PROCEDURES

- A. Post warning signs meeting the specifications of Cal/OSHA. Signs shall be posted at a distance sufficiently far enough away from a work area to permit a person to read the sign and take necessary protective measures to avoid exposure.
- B. Install worker decontamination unit described in Article 3.3 and/or 3.4 or as agreed upon with the Independent Consultant.
- C. URHW handlers involved in removal procedures shall wear disposable suits, including gloves, hood and footwear. Minimum respiratory protective equipment shall be half face negative pressure dual cartridge air-purifying respirator. Upon exiting the work area the handlers shall HEPA vacuum the suit and dispose of as contaminated waste and proceed to the shower room for full decontamination.
- D. Isolate work area by installing critical barriers across all openings where there may be secondary contamination.
- E. Remove materials without dropping materials.
- F. ~~The Contractor shall carry out all removed material removal in a manner that will minimize breaking or spills.~~
- G. Manually remove material by unfastening material from substrate.
- H. Dispose of all waste in accordance with Article 3.6 – Disposal Procedures.

3.3 WORKER DECONTAMINATION SYSTEMS

- A. Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area.
- B. Worker decontamination enclosure systems constructed at the Project site shall



utilize 6-mil. black or opaque polyethylene sheeting, or other approved materials for privacy.

- C. The Personnel Decontamination Unit shall not be located inside the work area unless otherwise authorized by the Independent Consultant.
- D. Alternate methods of providing Decontamination facilities may be submitted to the Independent Consultant for approval. Do not proceed with any such method(s) without obtaining the Independent Consultant's written authorization.
- E. The worker decontamination enclosure system shall consist of at least a three-stage decontamination unit.
- F. The decontamination unit dirty/equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for filtration equipment, extra tools, containers or surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A labeled 6-millimeter Polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear shall be stored in this area for reuse the following workday.

3.4 URHW CLEAN-UP PROCEDURES

- A. Remove and containerize all visible accumulations of removed material and contaminated debris utilizing rubber dustpans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Asbestos containing/contaminated waste shall be placed in disposal bags. Disposal bags shall be doubled 6-mil. Polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b) (1) (iv), Cal/OSHA Title 8 CCR Section 1529, and if applicable Title 22 CCR Section 66504.
- B. Wet clean and HEPA vacuum all surfaces in the work area using rags, mops and sponges as appropriate.
- C. Decontamination enclosure systems shall remain in place and be utilized.
- D. Remove all containerized waste from the work area and waste container pass-out airlock.
- E. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.



- F. The Independent Consultant will inspect the work area for visible residue.

3.5 REESTABLISHMENT OF WORK AREAS

- A. Reestablishment of the work area shall only occur following the completion of clean-up procedures and visual inspection.
- B. Polyethylene barriers shall be removed from walls, ceilings, and floors, maintaining decontamination enclosure systems and critical barriers over doors, window, etc. as required.
- C. The Contractor and the Independent Consultant shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning.
- D. Upon approval by the Independent Consultant, Contractor shall remove remaining polyethylene sheeting, critical barriers, and decontamination unit, if applicable.
- E. Repair all areas of damage that occurred as a result of abatement activities at no additional cost to Owner.

3.6 URHW DISPOSAL PROCEDURES

- A. All waste shall be placed and stored in sealed and labeled containers and transported to a certified land fill pre-approved by the owner, for disposal.
- B. All URHW must be disposed of as required by the regulations by a certified waste hauler.
- C. All URHW data forms shall be delivered to the Independent Consultant. Record keeping format shall utilize a chain of custody form which includes the names and addresses of the Generator (Owner), Contractor, Waste Hauler, pickup site, disposal site, the estimated quantity of the materials removed. The forms shall be signed by the Owner's Representative if necessary.

3.7 ALTERNATE PROCEDURES

- A. If specified procedures cannot be utilized, a request shall be made in writing to the Independent Consultant providing details of the problem encountered and



recommended alternatives.

- B. Alternative procedures shall provide equivalent or greater protection than procedures that are replaced.
- C. Any alternative procedure must be approved in writing by the Independent Consultant prior to the implementation of the procedure.

3.8 OWNER PERFORMED VISUAL INSPECTION

- A. Visual Clearance Inspection:
 - a. Following the completion of the URHW abatement and clean-up operations, The Independent Consultant will perform a visual clearance inspection verifying the removal of the materials.

It is the contractor's responsibly to confirm the URHW quantities present prior to initiating renovation or demolition activities at the subject buildings.

Specification prepared for Lionakis by:

Jerry R. Sherman, LEED AP
Hazardous Materials Service Manager
OSHA HAZWOPER Supervisor

APPENDIX A
GROUP DELTA CONSULTANTS
HAZARDOUS BUILDING MATERIALS SURVEY

GROUP



DELTA

HAZARDOUS MATERIALS SURVEY
Future Mono County Jail/Old Hospital
Bridgeport, California

Submitted to

LIONAKIS
1919 19th Street
Sacramento, California, 95811

Prepared by

GROUP DELTA CONSULTANTS, INC.

32 Mauchly #B
Irvine, California 91618

Project No. EN8119
May 5, 2021



GROUP DELTA

May 5, 2021

LIONAKIS
1919 19th Street
Sacramento, California, 95811

Attention: Mr. Mike Davey AIA Principal

Subject: Hazardous Materials Survey
Future Mono County Jail/Old Hospital, 221 Twin Lakes Rd., Bridgeport, CA.
Group Delta Project No. EN8119

Dear Mr. Davey:

Group Delta Consultants, Inc. (Group Delta) is pleased to submit this Hazardous Materials Survey Report for the Old Hospital Site located at 221 Twin Lakes Rd., Bridgeport, California.

The purpose of the testing and this report is to provide locations of asbestos-containing materials (ACM), lead based paint (LBP) and Universal Waste Rule (UWR) materials at the Hospital Building, the Maintenance Building and the Helipad to the east side of the Hospital Building (the Site).

We appreciate your selection of Group Delta for this project and look forward to assisting you further on this and other projects. If you have any questions, please do not hesitate to contact us.

Very truly yours,
GROUP DELTA CONSULTANTS, INC.

Kirk Hopka, CAC, CDPH, HAZWOPER Certified
Hazardous Materials Project Manager

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Figures Asbestos Sample Location and XRF Positive Lead Sample Location Map

ATTACHMENTS

Asbestos Analytical Data and Sample Chain of Custody Record Forms
Consultant Certificates
XRF Table for Lead-based Paint
Form 8552

1.0 INTRODUCTION

Group Delta Consultants performed a Hazardous Materials survey at the Site in support of the proposed demolition project. The purpose of this survey was to test for ACM and LBP in building materials and perform visual inspections for UWR materials and to quantify these materials anticipated to be impacted by demolition activities. Samples were collected throughout interior, exterior, and roof areas of the buildings. All work completed is compliant with federal, state, and local air quality regulations.

Group Delta's on-site hazardous materials survey was performed March 24 through March 26, 2021. On-site survey work was completed by Group Delta employees, Mr. Michael Toomey and Mr. Chris Lemaster. Mr. Toomey is a Cal/OSHA Certified Asbestos Consultant (CAC) and CDPH Certified Lead Inspector/Risk Assessor/Project Monitor. Mr. Lemaster is a Cal/OSHA Certified Site Surveillance Technician (CSST) and a CDPH Certified Lead Sampling Technician. Report was prepared by Mr. Kirk Hopka and Jerry Sherman, Cal/OSHA Certified Asbestos Consultants (CAC) and CDPH Certified Lead Inspector/Risk Assessors. This report summarizes our assessment findings.

2.0 BUILDING DESCRIPTION

Group Delta surveyed the buildings scheduled for demolition at the Site. All interior, exterior, and roof areas of the structures were included in our survey.

The Hospital Building consists of a single-story concrete structure, finished with drywall, plaster, floor tiles, carpet, ceiling tiles, acoustic ceiling material, stucco and built-up roofing materials. The Maintenance Building is metal framed with metal siding. The Helipad is asphalt.

3.0 METHODOLOGY

The survey was based on sampling of suspect ACM, a screening of representative painted surfaces and coatings for LBP and a visual inspection for UWR materials. Specific survey procedures followed by Group Delta for this survey are provided in the following paragraphs. Laboratory reports for the samples collected are included in Attachments.

3.1 Asbestos – Survey Methodology

Identification of suspect ACM was performed by visually surveying accessible structural and architectural components and finishes at interior, exterior, and roof building areas. No excavation or subsurface investigation was conducted to discover buried insulated piping and/or asbestos cement pipes concealed below the surface. All findings, conclusions, and analytical data presented in this report are based on visual inspection and the results of the sampling and analysis of suspected ACM discovered during the survey.

Suspect ACM identified during this survey was bulk sampled using sampling guidelines established by the Environmental Protection Agency (EPA) and by generally following the methods described in Appendix K of title 8, CCR, Section 1529 of the California Code of Regulations for sample collection. The following summarizes the sampling procedures utilized.

- Visually identified suspect ACM were categorized into homogeneous material areas. A homogeneous material is defined as being a surfacing material, thermal system insulation, or miscellaneous material which is uniform in color and texture.

- A sampling scheme was developed based upon the location and quantity of the various homogeneous materials.
- Trained and certified personnel using appropriate sampling tools and leak-tight containers collected bulk samples.
- Bulk sample collection tools were decontaminated after the collection of each bulk sample to prevent the spread of secondary contamination to subsequent bulk samples.
- Each bulk sample was labeled with a unique sample identification number and recorded on a bulk sample log.
- Bulk samples collected were submitted to a laboratory with a chain of custody record.

All material quantities reported herein are rough order of magnitude estimates and should not be used for bidding purposes without review of available record drawings and on-site field verification by the bidder. The information provided in this report should be used in conjunction with construction documents and the contractor's own field verification of the abatement scope of work including location and extent of removal required for the renovation/demolition project being undertaken at the site. In the event, concealed suspect ACM not previously identified are discovered, the contractor is obligated to stop and notify the owner immediately in compliance with applicable regulations.

3.2 Asbestos Analytical Methodology

Bulk samples of suspect ACM were sent to Amerisci, Inc. in Carson, California. Amerisci is a laboratory accredited under the National Institute of Standards and Technology (NIST)/National Voluntary Laboratory Accreditation Program (NVLAP) and the California Environmental Laboratory Accreditation Program (Cal-ELAP) for bulk asbestos sample analysis. The samples were submitted for analysis by Polarized Light Microscopy (PLM) utilizing dispersion staining techniques in accordance with the EPA's "Method for the Determination of Asbestos in Bulk Building Materials" U.S. EPA/600/R-93/116, dated July 1993 and adopted by the NVLAP as Test Method Code 18/A01.

The standard PLM analytical method has a limit of quantification of 1% asbestos. For materials with asbestos detected at trace levels or below 1% by standard PLM, the material must be considered above 1% (ACM) unless re-analyzed and found to be less than 1% by the PLM point count method (400 points minimum but recommended at 1,000 points). Each sample of a homogeneous area material with trace result(s) must be re-analyzed by point count and found to be less than 1% or assumed to be an ACM per EPA regulation

3.3 Lead Testing – Survey and Analytical Methodology

LBP is defined as any painted surface with lead levels exceeding 5,000 parts per million (ppm), 1.0 milligrams per square centimeter (mg/cm²) or greater than 0.5 percent by weight (wt%), as set forth in the Department of Housing and Urban Development (HUD) guidelines and California Department of Public Health (CDPH) regulations. Lead-Containing Paints (LCPs) are paints and coatings that contain any amount of detectable lead as defined by Cal/OSHA. Most paints and coatings on pre-1978 buildings contain some detectable lead subject to Cal/OSHA regulation. Therefore, the exhaustive testing required to prove painted coatings do not contain lead is not practical or cost effective. Consequently, all paints and architectural coatings must be considered to contain some detectable levels of lead unless proven otherwise by laboratory analysis.

This survey was based on screening level LBP testing for characterizing the general presence of lead in existing paints and coatings. A Heuresis XRF Analyzer direct read lead testing instrument was used for paint analysis. The results presented herein are anticipated to be representative of typical conditions but are not inclusive of all painted/coated surfaces present at the buildings. The results of this survey should assist with compliance to the Cal/OSHA lead construction standard and preliminary evaluation of potential construction waste streams.

3.4 Other Suspected Hazardous Materials (UWR materials) Methodology

The building was visually surveyed for other hazardous materials that could impact planned renovation, and restoration work. These suspected hazardous materials included, mercury containing lighting tubes, PCB ballasts, batteries, as well as other hazardous waste and contamination components considered to be “universal wastes” upon disposal. Other suspect hazardous materials include refrigerants, battery operated devices, and lights.

4.0 RESULTS

4.1 Asbestos Survey

Group Delta collected 96 bulk samples of suspect ACM analyzed by PLM analysis. All suspect ACM sampled during this survey are summarized below. The analytical laboratory results for sampled suspect ACMs are listed in Appendix A – Analytical Laboratory Reports. Below is a summary of suspect asbestos containing materials sampled. Additionally, the samples reported to be <1% asbestos were submitted for 1,000-point count analysis to ascertain what their true results were. Point Count analysis supersedes standard PLM analysis.

Materials Sampled with Asbestos Reported:

Sample #	Material	Building/Location	Asbestos	Amount	Friability	Qty
MCH-001	9" Brown Vinyl Floor Tile	Hospital/Floor East/West Hall	Chrysotile	Trace (<1 %)	NF	8,000 SF
MCH-001	9" Brown Vinyl Floor Tile & Black Mastic	Hospital/Floor East/West Hall	Chrysotile	Trace - 5 %	NF	See Above
MCH-002	9" Brown Vinyl Floor Tile & Black Mastic	Hospital - Kitchen Floor	Chrysotile	3-5 %	NF	See 001
MCH-003	9" Brown Vinyl Floor Tile & Black Mastic	Hospital – Locker Room	Chrysotile	3-5 %	NF	See 001
MCH-004	9" Brown Vinyl Floor Tile & Black Mastic	Hospital, Equip. Storage	Chrysotile	3-5 %	NF	See 001
MCH-005	9" Gray Vinyl Floor Tile & Black Mastic	Hospital, Dressing Room	Chrysotile	3-5 %	NF	See 001
MCH-006	9" Green Vinyl Floor Tile & Black Mastic	Hospital, Doctors Work Room	Chrysotile	3-5 %	NF	See 001

MCH-007	12" Tan Vinyl Floor Tile & Black Mastic	Hospital, N.E. Corner - Hall	Chrysotile	5 %	NF	6,000 SF
MCH-008	12" Brown Vinyl Floor Tile & Black Mastic	Hospital, Office	Chrysotile	5 %	NF	See 007
MCH-009	12" Brown Vinyl Floor Tile & Black Mastic	Hospital, Restroom	Chrysotile	5 %	NF	See 007
MCH-010	12" Tan Vinyl Floor Tile & Black Mastic	Hospital, - South End N.S. East Hall	Chrysotile	5 %	NF	See 007
MCH-012	Brown Carpet Adhesive/Mastic	Hospital - Admin Office	Chrysotile	2 %	NF	3,000 SF
MCH-020	9" Brown Vinyl Floor Tile and Black Mastic	Hospital – CAO Office	Chrysotile	3-5 %	NF	See 001
MCH-033, 034, 035	Sprayed-On Acoustic Ceiling Coating (ACS)	Hospital - N.S. East Hall	Chrysotile	6 %	F	2,200 SF
MCH-039	Wood Panel Glue	Hospital – Lobby	Chrysotile	5 %	NF	500 SF
MCH-042	12" Ceiling Tile Mastic	Hospital – Nurses Station	Tremolite	0.2% by Point Count	NF	1,100 SF
MCH-043	Transite (2' x 2') Panels	Hospital - Ceiling Soffit Above Kitchen Sink	Chrysotile	25 %	NF	50 SF
MCH-044	Thermal System Insulation (TSI) - Pipe Run	Hospital - Heater Tank at Sterile Room	Amosite	5%	F	6 LF
MCH-045	Window Putty	Hospital – Exterior	Chrysotile	2%	NF	6 LF
MCH-053	Fire Door Insulation	Hospital - Mech. Rm. 'D'	Chrysotile	3%	F	4 SF
MCH-059, 065	6" TSI Elbows	Hospital – Mech. Rms. A and B	Chrysotile	20-25%	F	75 Ea.
MCH-066	HVAC Unit Duct Gasket/ Black	Hospital – Mech. Rm. B, HVAC Units	Chrysotile	5%	NF	180 SF
MCH-067	Boiler Tank Insulation	Hospital – Mech. Rm. C	Chrysotile	25%	F	80 SF
MCH-069, 072	3" TSI Elbow/ Gray	Hospital – Mech. Rm. C	Chrysotile & Amosite	5-10%	F	100 Ea.
MCH-070, 071	6" TSI Elbow/ Gray	Hospital – Mech. Rms. C & D	Chrysotile	2-5%	F	75 Ea.
MCH-079	HVAC Unit Duct Gasket Material	Hospital – Mech. Rm. D	Chrysotile	5%	NF	40 SF
MCH-080	4" TSI Pipe Run/ Wrap / White/ Gray	Hospital – Kitchen	Amosite	25%	F	25 LF

Material locations can be found in the attached Sample Location Drawings. All analytical data can be found in the attachments. Materials with <1% asbestos are considered ACM unless PLM point count analysis was conducted to confirm <1% asbestos.

Materials sampled with no asbestos reported:

Hospital Building

- Roof Core
- Concrete Under Roofing
- Vibration Damper
- Roof Penetration Sealant
- Roof Vent Pipe Sealant
- Roof Penetration mastic
- Roof HVAC Duct Tape
- Base Board & Mastic
- Wallpaper
- Drywall & Joint Compound
- Wall Covering Material
- Terrazzo Floor
- Plaster Walls and Ceilings
- Thick Ceiling Insulation
- Fissured Acoustic Ceiling Tile & Mastic
- 12" Smooth Acoustic Ceiling Tile & Mastic
- 12" Fissured Ceiling Tile & Mastic
- Window & Door Frame Sealant (Not Putty)
- Duct Tape in Laundry Room
- Concrete
- Mortar
- Fiberglass Pipe Insulation
- Duct Wrap & Duct Tape (Mech. Rm. B)
- Exterior Vapor Barrier
- Exterior Stucco/Plaster

Maintenance Building

- Window and Door Sealant

Helipad

- Asphalt

Refer to **Attachments** for a complete set of the laboratory results and **Figures** for sample locations.

4.2 Lead Containing Paints, Coatings, and Materials

Group Delta performed a total of 158 XRF lead tests, including calibrations, from the interior and exterior building areas. The following is a summary of building components tested for LBP by XRF:

Materials tested with lead-based paint detected

Sample #	Location	Component	Color	Substrate	Condition	mg/cm2	Quantity
11	Exterior North loading dock	Bollard	Yellow	Metal	Intact	2.6	4 EA
55	Bathroom	Oversize toilet	White	Porcelain	Intact	3.9	10 EA
59	Nurses shower area	Wall tile	Pink	Ceramic	Intact	7.8	1700 SF
60	Nurses shower area	Wall tile	Red	Ceramic	Intact	8.6	300 SF
62	X-ray Room	Wall lead shield	White	Metal	Intact	1.2	1000 SF
64	X-ray Room	Wall lead shield	White	Metal	Intact	2.9	500 SF
67	Bathroom	Sink	White	Porcelain	Intact	20.4	20 EA
73	Work room	Double sink	White	Porcelain	Intact	18.4	10 EA
88	Patient bathroom West side	Ceiling	White	Ceramic	Intact	11.3	500 SF
89	Patient bathroom West side	Wall tile	Beige	Ceramic	Intact	8.3	400 SF
90	Patient bathroom West side	Wall tile	Red	Ceramic	Intact	11.3	100 SF
96	Sheriff's shower	Wall tile	Pink	Ceramic	Intact	7.7	100 SF

97	Sheriff's shower	Wall tile	Red	Ceramic	Intact	8.5	40 SF
121	North east hall bathroom	Wall base	Beige	Ceramic	Intact	8.9	40 SF
122	North east hall bathroom	Wall base	White	Ceramic	Intact	6.3	40 SF
152	Lobby bathrooms	Wall tile	Beige	Ceramic	Intact	9.6	550 SF
164	Exterior North	Generator	Green	Metal	Fair	2.8	2 EA

Materials tested with no lead-based paint detected can be found in the attached XRF table.

General Interpretations of Lead-Containing Paint Findings Reported:

All painted components must be presumed to contain some detectable levels of lead regardless of non – detection by the XRF method unless exhaustively tested by paint chip analysis. Untested painted/coated components must be presumed to contain some lead at detectable levels. Some surfaces tested contained levels of lead considered to be LBP and most of the remaining surfaces contained some detectable lead. The tested surfaces that reported low levels of detected lead must be considered lead-containing paints (LCP) and coatings in the absence of exhaustive testing by wet chemistry methods.

Paint Condition Findings:

The condition of paint at this site is generally in intact condition. Since even low levels of paint may exhibit hazardous waste characteristics, care must be taken to eliminate loose and peeling paint prior to general building demolition. Any loose, peeling or flaking paint should be removed and disposed of as lead hazardous waste.

4.3 Other Suspected Hazardous Materials (UWR Materials)

UWR Materials:

Group Delta visually inspected readily accessible areas for universal wastes and other potential hazardous materials, as described in Section 3.4. No attempt to disassemble equipment or sample these suspect materials was performed. Any suspect hazardous material must be presumed hazardous pending complete identification. For example, fluorescent lighting fixture ballasts and transformers must be presumed to contain PCBs pending removal and disassembly of each unit to determine ballast type and/or labeling in the absence of other explicit product specific information to the contrary. Quantities provided are approximate, contractors bidding on work should field verify location and extent. See attachments for quantities and locations of UWR Materials.

5.0 CONCLUSIONS AND RECOMMENDATIONS

5.1 Asbestos Containing Materials

Prior to demolition construction activities, known or assumed ACMs and ACCMs that are likely to be disturbed by those activities must be removed and disposed of in accordance with all applicable regulations including to the Great Basin Unified Air Pollution Control District (GBUAPCD), the federal National Emissions Standard for Hazardous Air Pollutants (NESHAPS) and Cal/OSHA. A Cal-OSHA registered, and State licensed, asbestos abatement contractor is required for removal of ACM prior to general demolition.

Where known or suspected asbestos contaminated spaces must be accessed and entered, the Contractor shall either abate the contamination throughout the space or employ a contractor assist type approach using asbestos qualified and protected trades personnel assisted by the contractor to access the area safely to perform the work and leave the contaminated area through a decontamination containment in a manner that does not allow the exposure to personnel or spread of contamination outside the contaminated work space.

The following additional requirements should be adhered to for any maintenance, renovation, or demolition projects requiring asbestos disturbance and/or removal:

- *All asbestos-containing wastes shall be manifested as either hazardous or non-hazardous based on asbestos content, friability, and actual waste stream classification.*
- *All asbestos removal should be overseen by a qualified independent third party, retained by the building owner or manager of the building to ensure proper removal, clean up, work area clearance, and review waste shipping and disposal documentation.*
- *Contractor should perform all work in compliance with contract documents and the most recent edition of all applicable Federal, State, and local regulations, standards, and codes governing abatement, transport, and disposal of asbestos.*

5.2 Lead Containing Paints and Coatings

The painted components tested at the subject buildings typically had detectable levels of lead and should be considered LCP coated. LBP was detected on several areas of the building. All paints and coatings should be considered LCP or coatings in the absence of exhaustive sampling and laboratory analysis. The disturbance of these components during demolition activities will require use of personnel trained in lead hazards for construction and will require compliance with applicable Cal/OSHA and Cal/EPA regulation.

At the present time, there is no state or federal regulation requiring mandatory lead removal or abatement prior to disturbance, demolition or renovation of structures with identified lead materials. However, prior to hot work on painted metal, the paint either needs to be removed or supplied air respirators worn during welding or cutting operation. In addition, there are applicable lead specific Cal/OSHA worker protection requirements and Cal/EPA waste disposal requirements that do apply to lead-related construction activities and associated wastes:

- ◆ **Cal/OSHA:** The Cal/OSHA regulation, Title 8, CCR, Section 1532.1 Lead governs occupation exposure to lead. This regulation requires that any task that may potentially expose workers to

any concentration of lead, be monitored to determine workers eight-hour time weighted average (TWA) exposure to lead. Prior to initiation of certain activities, referred to as “trigger tasks”, that are believed to have the capability of creating an excessive lead exposure, such workers must be properly fitted with respiratory protection and protective clothing until personal eight-hour TWA results reveal exposures within acceptable levels. Pertinent examples of trigger tasks are manual demolition, manual paint scraping and power tool removal, and hot work involving lead-containing coatings or materials. Cal/OSHA also has agency pre-start notification requirements and worker training and certification depending on exposure levels. Clearly these requirements will apply to demolition, patch and repair, paint removal, and surface preparation work at this site.

- ◆ **Cal/EPA:** Cal/EPA regulates disposal of lead hazardous waste (22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste). The Cal/EPA Department of Toxic Substance Control (DTSC) has issued guidance indicating that architectural debris with intact lead paint is normally anticipated to be handled as general construction waste. Since detected LCP was generally in fair to good condition and most paint coatings tested had low to moderate lead content, it is unlikely that most of the demolition debris will be hazardous as a composite sample. However, all lead containing waste streams should be considered potentially lead hazardous pending waste testing. Further, all surface preparation and paint removal wastes must be considered hazardous wastes due to the likelihood of paint chip lead levels exceeding 1,000 total lead or 5 ppm soluble lead.

All construction activities impacting lead must be performed in compliance with the most recent edition of all applicable Federal, State, and local regulations, standards, and codes governing abatement, transport, and disposal of lead containing/contaminated materials. Selective and general demolition activities will involve disturbing lead and possibly creating lead hazardous wastes. These construction activities must be controlled to prevent uncontrolled release of lead contamination and for environmental protection.

The Contractor conducting building demolition controls the means and methods used and therefore should be required by the contract document to ensure that the demolition processes are conducted in a manner that creates the minimum amount of hazardous waste and leaves the site free of lead contamination exceeding regulatory levels.

5.3 Universal Wastes and Other Hazardous Materials

Universal Wastes: All potential and identified mercury-containing light tubes should be removed and recycled or disposed of in accordance with the guidelines established by the California Department of Toxic Substance Control Universal Waste Rule, as state in 22 CCR Sections 66261.9 and 66273.1 thru 66273.90.

PCB Lighting Ballasts/Transformers: Group Delta’s limited visual inspection indicated that fluorescent light fixtures may contain PCB ballasts are present in the building. However, as it is not practically feasible to check each ballast for labeling prior to renovation, Group Delta recommends that all light fixtures be visually inspected by the Contractor upon removal to determine if they contain PCB’s. Electronic ballasts and ballasts marked “No PCB’s” or “PCB Free” should be considered non-hazardous and recycled or disposed of accordingly. However, ballasts and transformers that are unmarked must be considered PCB-containing and properly handled, collected, stored, transported, and recycled or disposed of by an

approved recycling or disposal facility in accordance with the requirements of 22 CCR, Section 67426.1 and the contract.

6.0 LIMITATIONS

Group Delta conducted this asbestos and lead survey in support of the upcoming demolition project. No excavation or subsurface investigation was conducted to discover buried insulated piping and/or asbestos cement pipes concealed below the surface.

7.0 CLOSING

Group Delta Consultants performed the hazardous materials survey services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Conclusions and recommendations made regarding hazardous materials were based upon information obtained from samples and tests collected at specific locations, review of information provided to us, and professional judgment. Recommendations in this report were made based on conditions that Group Delta reasonably infer to exist between sampling points.

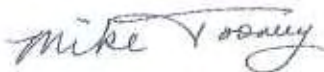
This report is intended as an informational resource for Lionakis. Any contractor using this document assumes all responsibility for reviewing all available information and for verifying existing site conditions including location and extent of hazardous materials present at the Site.

Should any significant discrepancy between this report and existing conditions be discovered, the contractor shall notify the project manager, contracting officer, or inspector immediately.

If you have any questions or concerns regarding this document, please do not hesitate to contact us.

8.0 SIGNATURES AND QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

Report prepared for
Lionakis by:



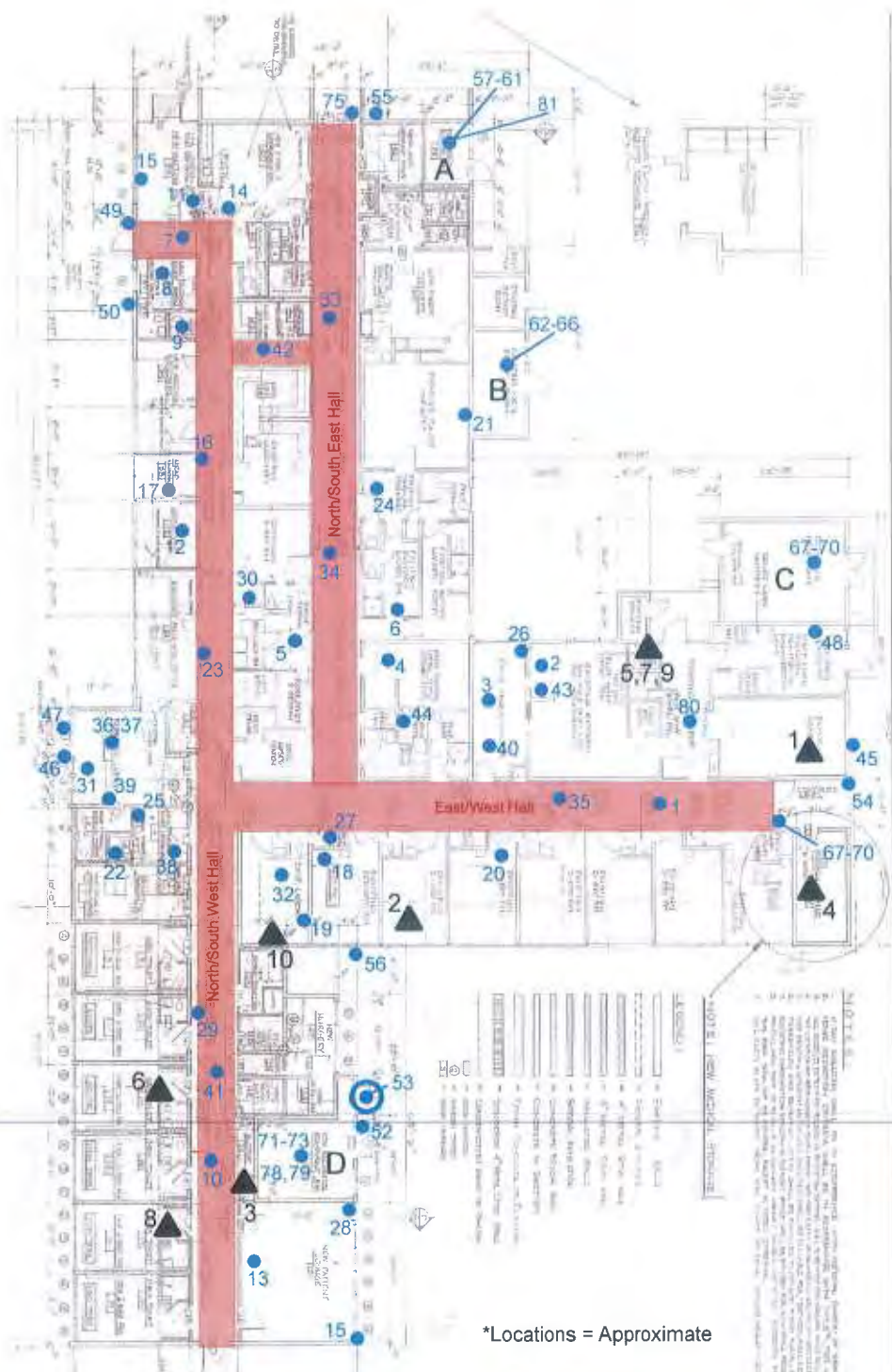
Mike Toomey, CAC CDPH
Sr. Field Technician
Certified Asbestos Consultant #12-4909
CDPH Lead Inspector/Assessor/PM #6062/6063

Report reviewed for
Lionakis by:



Kirk Hopka, CAC, CDPH
Hazardous Materials Project Manager
Certified Asbestos Consultant #96-2078
CDPH Lead Inspector/Assessor #4526

Figures



- = Bulk Sample
- ▲ = Bulk Roof Sample

Sampled 3/24-26/2021

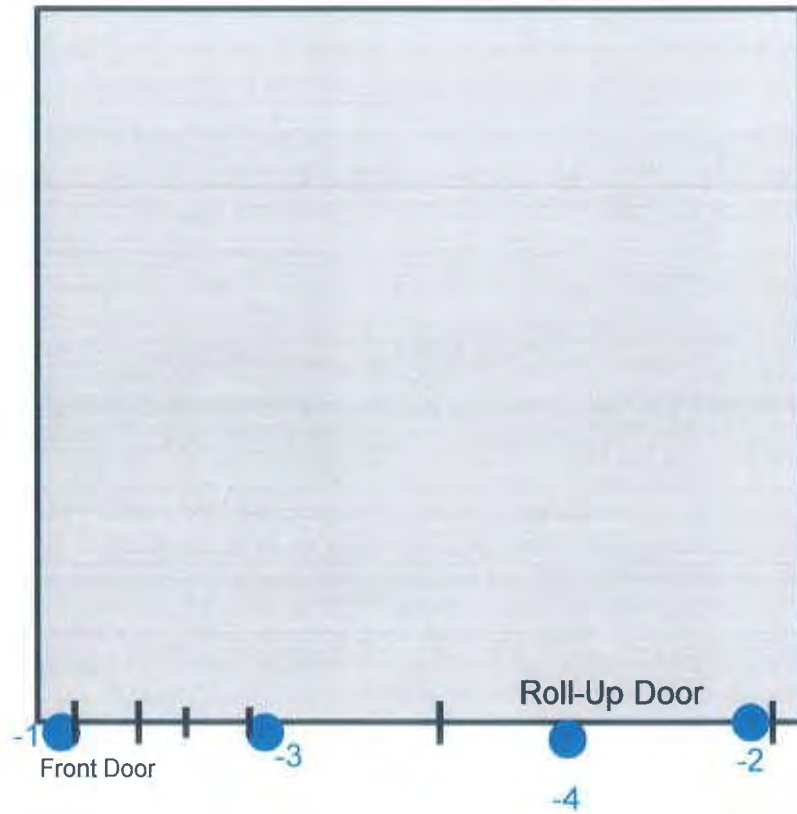


GDC Project No. EN8119

**Asbestos Sample Location Map
Mono County Old Hospital**

NOTES:
 1. All samples were collected in accordance with the project protocol.
 2. All samples were analyzed by an EPA approved laboratory.
 3. All results were reviewed and approved by the project manager.
 4. All results were included in the final report.
 5. All results were made available to the client.
 6. All results were made available to the public.
 7. All results were made available to the media.
 8. All results were made available to the community.
 9. All results were made available to the state.
 10. All results were made available to the federal government.

*Locations = Approximate



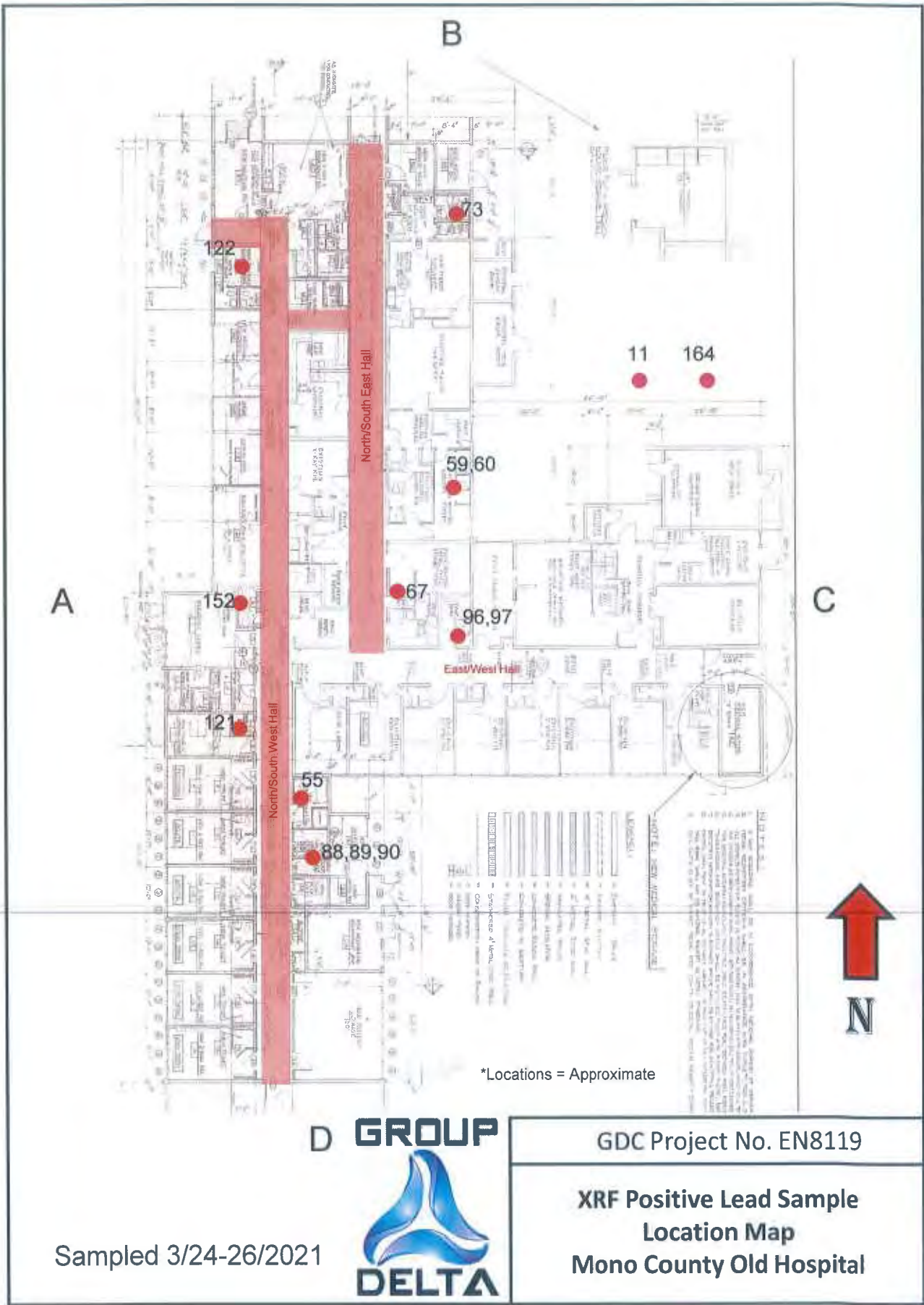
● Bulk Sample

Sampled 3/24-26/2021



GDC Project No. EN8119

Asbestos Sample Location Map
Maintenance Building



Sampled 3/24-26/2021



GDC Project No. EN8119

XRF Positive Lead Sample Location Map

Mono County Old Hospital

Attachments



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants
Fax #:
Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Johana Perez
AmeriSci Job #: 921031750
Subject: PLM 3 day Results
Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Friday, April 2, 2021

Time: 11:08:44

Comments:

Number of Pages: 5
(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 03/29/21
Date Examined 04/02/21

AmeriSci Job # 921031750
P.O. #
Page 1 of 3

RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCHR-001	921031750-01	No	NAD
Location: Roof Core East / Built Up Roof Core / White / Yellow / Black			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Yellow/Black/White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
MCHR-002	921031750-02	No	NAD
Location: Roof - South East / Built Up Roof Core / White / Yellow / Black			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Yellow/Black/White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
MCHR-003	921031750-03	No	NAD
Location: Roof - South / Built Up Roof Core / White / Yellow / Black			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Yellow/Black/White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			
MCHR-004	921031750-04	No	NAD
Location: Roof - Below Core / Concrete / Gray			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Concrete			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCHR-005	921031750-05	No	NAD
Location: HVAC Roof Unit / Vibration Dampner / Black			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Black, Homogeneous, Non-Fibrous, HVAC			
Asbestos Types:			
Other Material: Cellulose 3 %, Non-fibrous 97 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
 CA


Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCHR-006	921031750-06	No	NAD
Location: Vent Base (Roof) / Vent Penetration Sealant / Gray			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCHR-007	921031750-07	No	NAD
Location: HVAC Roof Unit / HVAC Duct Tape / Wrap / White			(by CVES) by Johana Perez on 04/02/21
Analyst Description: White, Homogeneous, Non-Fibrous, HVAC			
Asbestos Types:			
Other Material: Cellulose 5 %, Non-fibrous 95 %			
MCHR-008	921031750-08	No	NAD
Location: Roof @ Penetration / Mastic / Black / Yellow			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Yellow/Black, Homogeneous, Non-Fibrous, Foam			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
Comment: No mastic detected.			
MCHR-009	921031750-09	No	NAD
Location: HVAC Roof Unit / HVAC Duct Tape / Wrap / White			(by CVES) by Johana Perez on 04/02/21
Analyst Description: White, Homogeneous, Non-Fibrous, HVAC			
Asbestos Types:			
Other Material: Cellulose 5 %, Non-fibrous 95 %			
MCHR-010	921031750-10	No	NAD
Location: Roof Core - S.E. Central Corner / Built-Up Roof Core / White / Yellow / Black			(by CVES) by Johana Perez on 04/02/21
Analyst Description: Yellow/Black/White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Non-fibrous 100 %			

Client Name: Group Delta Consultants

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Reporting Notes:

Analyzed By: Johana Perez ; Date Analyzed: 4/2/2021 ^{4.2.21}
*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

921031750



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC of CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCHR-001	ROOF CORE EAST	BUILT UP ROOF CORE	WHITE YELLOW BLACK	G/D	13000 1 SF	NF
MCHR-002	ROOF - SOUTH EAST	↓	↓	↓	↓	NF
MCHR-003	ROOF - SOUTH	↓	↓	↓	↓	NF
MCHR-004	ROOF - BELOW CORE	CONCRETE	GRAY	G	13,000 SF	NF
MCHR-005	HVAC ROOF UNIT	VIBRATION DAMPNER	BLACK	G		NF
MCHR-006	VENT BASE (ROOF)	VENT PENETRATION SEALANT	GRAY	G	10 SF/unit	NF
MCHR-007	HVAC ROOF UNIT	HVAC DUCT TAPE/WRAP	WHITE	G	40 SF/unit	NF
MCHR-008	ROOF @ PENETRATION	MASTIC?	BLACK YELLOW	G	4 SF/unit	NF
MCHR-009	HVAC ROOF UNIT	HVAC DUCT TAPE/WRAP	WHITE	G	40 SF/unit	NF
MCHR-010	ROOF CORE S.E. CENTRAL CORNER	BUILT-UP ROOF CORE	WHITE YELLOW BLACK	G	13000 1 SF	NF

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirrh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- MASLENDER CSST - 07-4204
 Print/Signature Title
- Glenda L. [Signature]
 Print/Signature Title
- _____
 Print/Signature Title

Inclusive Dates
3/29/21 e 9:00
 Inclusive Dates
 Inclusive Dates

G001



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Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

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To: Jerry Sherman
Group Delta Consultants
Fax #:
Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Dennis Liu
AmeriSci Job #: 921031751
Subject: PLM 3 day Results
Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Monday, April 5, 2021

Time: 14:03:30

Comments:

Number of Pages: 14

(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 03/29/21 **AmeriSci Job #** 921031751
Date Examined 04/01/21 **P.O. #**
Page 1 of 10
RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-001	921031751-01L1 Location: Floor East/West Hall / 9"x9" Vinyl Floor Tile/Mastic / Brown/Black	Yes	Trace (<1 %) (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
MCH-001	921031751-01L2 Location: Floor East/West Hall / 9"x9" Vinyl Floor Tile/Mastic / Brown/Black	Yes	5 % (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-002	921031751-02L1 Location: Floor - Kitchen / 9"x9" Vinyl Floor Tile/Mastic / Tan/Black	Yes	3 % (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			
MCH-002	921031751-02L2 Location: Floor - Kitchen / 9"x9" Vinyl Floor Tile/Mastic / Tan/Black	Yes	5 % (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-003	921031751-03L1 Location: Floor - Locker Room / 9"x9" Vinyl Floor Tile/Mastic / Gray/Black	Yes	3 % (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-003	921031751-03L2	Yes	5 %
Location: Floro - Locker Room / 9"x9" Vinyl Floor Tile/Mastic / Gray/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-004	921031751-04L1	Yes	3 %
Location: Floor - Equipmt. Storage / 9"x9" Vinyl Floor Tile/Mastic / Lt. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			
MCH-004	921031751-04L2	Yes	5 %
Location: Floor - Equipmt. Storage / 9"x9" Vinyl Floor Tile/Mastic / Lt. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-005	921031751-05L1	Yes	3 %
Location: Floor - Dressing Rm / 9"x9" Vinyl Floor Tile/Mastic / Dk. Gray/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			
MCH-005	921031751-05L2	Yes	5 %
Location: Floor - Dressing Rm / 9"x9" Vinyl Floor Tile/Mastic / Dk. Gray/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-006	921031751-06L1	Yes	3 %
Location: Floor - Drs. Work Room / 9"x9" Vinyl Floor Tile/Mastic / Green/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Green, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-006	921031751-06L2	Yes	5 %
Location: Floor - Drs. Work Room / 9"x9" Vinyl Floor Tile/Mastic / Green/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-007	921031751-07L1	No	NAD
Location: Floor - N.E. Corner - Hall / 12"x12" Vinyl Floor Tile Mastic / Tan/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Tan, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-007	921031751-07L2	Yes	5 %
Location: Floor - N.E. Corner - Hall / 12"x12" Vinyl Floor Tile Mastic / Tan/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-008	921031751-08L1	No	NAD
Location: Floor - Office / 12"x12" Vinyl Floor Tile Mastic / Lt. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-008	921031751-08L2	Yes	5 %
Location: Floor - Office / 12"x12" Vinyl Floor Tile Mastic / Lt. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-009	921031751-09L1	No	NAD
Location: Floor - Restroom / 12"x12" Vinyl Floor Tile Mastic / Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Group Delta Consultants

PLM Bulk Asbestos ReportEN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-009	921031751-09L2	Yes	5 %
Location: Floor - Restroom / 12"x12" Vinyl Floor Tile Mastic / Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Heterogeneous, Non-Fibrous, Mastic			
Asbestos Types: Chrysotile 5.0 %			
Other Material: Non-fibrous 95 %			
MCH-010	921031751-10L1	No	NAD
Location: Floor - South End N.S. East Hall / 12"x12" Vinyl Floor Tile Mastic / Tan/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Tan, Heterogeneous, Non-Fibrous, Vinyl Flooring			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-010	921031751-10L2	Yes	5 %
Location: Floor - South End N.S. East Hall / 12"x12" Vinyl Floor Tile Mastic / Tan/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types: Chrysotile 5.0 %			
Other Material: Non-fibrous 95 %			
MCH-011	921031751-11	No	NAD
Location: Below Carpet - Waiting Rm. / Carpet Mastic / Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Carpet Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-012	921031751-12	Yes	2 %
Location: Below Carpet - Admin Office / Carpet Mastic / Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Carpet Mastic			
Asbestos Types: Chrysotile 2.0 %			
Other Material: Non-fibrous 98 %			
MCH-013	921031751-13	No	NAD
Location: Below Carpet - Patient Lounge / Carpet Mastic / Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Carpet Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-014	921031751-14L1	No	NAD ¹
Location: Wall Base - X-Ray Office / 3" Base Board w/Mastic / Tan/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Baseboard			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-014	921031751-14L2	Yes	Trace (<1 %) ¹
Location: Wall Base - X-Ray Office / 3" Base Board w/Mastic / Tan/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown/Tan, Heterogeneous, Non-Fibrous, Mastic			
Asbestos Types: Tremolite <1. %			
Other Material: Non-fibrous 100 %			
MCH-015	921031751-15L1	No	NAD
Location: Wall Base - North Waiting Rm. / 3" Base Board w/Mastic / Gray/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Baseboard			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-015	921031751-15L2	Yes	Trace (<1 %) ¹
Location: Wall Base - North Waiting Rm. / 3" Base Board w/Mastic / Gray/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Mastic			
Asbestos Types: Tremolite <1. %			
Other Material: Non-fibrous 100 %			
MCH-015	921031751-15L3	No	NAD
Location: Wall Base - North Waiting Rm. / 3" Base Board w/Mastic / Gray/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Yellow, Heterogeneous, Non-Fibrous, Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-016	921031751-16L1	No	NAD
Location: Wall Base - N.S. West Hall / 3" Base Board w/Mastic / Off-White/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige, Homogeneous, Non-Fibrous, Baseboard			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
<p>MCH-016</p> <p style="margin-left: 40px;">Location: Wall Base - N.S. West Hall / 3" Base Board w/Mastic / Off-White/Brown</p> <p>Analyst Description: Brown, Heterogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <1. % Other Material: Non-fibrous 100 %</p>	<p>921031751-16L2</p>	<p>Yes</p>	<p>Trace (<1 %) (by CVES) by Dennis Liu on 04/01/21</p>
<p>MCH-016</p> <p style="margin-left: 40px;">Location: Wall Base - N.S. West Hall / 3" Base Board w/Mastic / Off-White/Brown</p> <p>Analyst Description: Yellow, Heterogeneous, Non-Fibrous, Mastic Asbestos Types: Other Material: Non-fibrous 100 %</p>	<p>921031751-16L3</p>	<p>No</p>	<p>NAD (by CVES) by Dennis Liu on 04/01/21</p>
<p>MCH-017</p> <p style="margin-left: 40px;">Location: Wall Base - Head Nurse Office / 6' Base Board w/Mastic / Dk. Brown/Black</p> <p>Analyst Description: Brown, Homogeneous, Non-Fibrous, Baseboard Asbestos Types: Other Material: Non-fibrous 100 %</p>	<p>921031751-17L1</p>	<p>No</p>	<p>NAD (by CVES) by Dennis Liu on 04/01/21</p>
<p>MCH-017</p> <p style="margin-left: 40px;">Location: Wall Base - Head Nurse Office / 6' Base Board w/Mastic / Dk. Brown/Black</p> <p>Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %</p>	<p>921031751-17L2</p>	<p>Yes</p>	<p>5 % (by CVES) by Dennis Liu on 04/01/21</p>
<p>MCH-018</p> <p style="margin-left: 40px;">Location: Wall Base - Labor Office / 3" Base Board w/Mastic / Marroon/White</p> <p>Analyst Description: Maroon, Homogeneous, Non-Fibrous, Baseboard Asbestos Types: Other Material: Non-fibrous 100 %</p>	<p>921031751-18L1</p>	<p>No</p>	<p>NAD (by CVES) by Dennis Liu on 04/01/21</p>
<p>MCH-018</p> <p style="margin-left: 40px;">Location: Wall Base - Labor Office / 3" Base Board w/Mastic / Marroon/White</p> <p>Analyst Description: Yellow, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Other Material: Non-fibrous 100 %</p>	<p>921031751-18L2</p>	<p>No</p>	<p>NAD (by CVES) by Dennis Liu on 04/01/21</p>

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-019	921031751-19L1	No	NAD
Location: Wall Base - Recovery Office / 3" Base Board w/Mastic / Dk. Brown/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Baseboard Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-019	921031751-19L2	Yes	Trace (<1 %)
Location: Wall Base - Recovery Office / 3" Base Board w/Mastic / Dk. Brown/Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
MCH-020	921031751-20L1	Yes	3 %
Location: Floor - CAO-Office / 9"x9" Vinyl Floor Tile/Mastic / Dk. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Vinyl Flooring Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			
MCH-020	921031751-20L2	Yes	5 %
Location: Floor - CAO-Office / 9"x9" Vinyl Floor Tile/Mastic / Dk. Brown/Black			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-021	921031751-21	No	NAD
Location: Wall Paper - Surgery Room / Wall Covering Material / Olive			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Green, Heterogeneous, Non-Fibrous, Wallpaper Asbestos Types: Other Material: Cellulose 40 %, Non-fibrous 60 %			
MCH-022	921031751-22	No	NAD
Location: Wall Restroom W. / Wall Covering Material / Yellow			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Yellow/White, Heterogeneous, Non-Fibrous, Wall Covering Asbestos Types: Other Material: Synthetic fibers 40 %, Non-fibrous 60 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-023	921031751-23	No	NAD
Location: Wall - Hallways & Offices / Wall Covering Material / Off-White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige/White, Heterogeneous, Non-Fibrous, Wall Covering			
Asbestos Types:			
Other Material: Synthetic fibers 60 %, Non-fibrous 40 %			
MCH-024	921031751-24	No	NAD
Location: Floor - Surg. Rooms / Terrazzo Floor / Terrazzo			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Green, Heterogeneous, Non-Fibrous, Terrazzo			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-025	921031751-25.1	No	NAD
Location: Walls/Ceiling Throughout / Plaster Walls / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Skim Coat			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-025	921031751-25.2	No	NAD
Location: Walls/Ceiling Throughout / Plaster Walls / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-026	921031751-26.1	Yes	Trace (<1 %)
Location: Walls/Ceilings Throughout / Drywall/ Joint Compound Tape / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types: Chrysotile <1. %			
Other Material: Non-fibrous 100 %			
MCH-026	921031751-26.2	No	NAD
Location: Walls/Ceilings Throughout / Drywall/ Joint Compound Tape / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown/White, Heterogeneous, Fibrous, Drywall			
Asbestos Types:			
Other Material: Cellulose 20 %, Non-fibrous 80 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-027	921031751-27.1	Yes	Trace (<1 %)
Location: Walls/Ceilings Throughout / Drywall/Joint Compound Tape / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types: Chrysotile <1. %			
Other Material: Non-fibrous 100 %			
MCH-027	921031751-27.2	No	NAD
Location: Walls/Ceilings Throughout / Drywall/Joint Compound Tape / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown/White, Heterogeneous, Fibrous, Drywall			
Asbestos Types:			
Other Material: Cellulose 20 %, Non-fibrous 80 %			
MCH-028	921031751-28.1	No	NAD
Location: Walls/Ceiling Throughout / Plaster/Skim Coat / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Skim Coat			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-028	921031751-28.2	No	NAD
Location: Walls/Ceiling Throughout / Plaster/Skim Coat / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-029	921031751-29.1	No	NAD
Location: Walls/Ceiling Throughout / Plaster/Skim Coat / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Skim Coat			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-029	921031751-29.2	No	NAD
Location: Walls/Ceiling Throughout / Plaster/Skim Coat / Gray/White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Plaster			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-030	921031751-30.1	Yes	Trace (<1 %) (by CVES) by Dennis Liu on 04/01/21
Location: Walls/Ceiling Throughout /Drywall/Joint Compound Tape / White Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
MCH-030	921031751-30.2	No	NAD (by CVES) by Dennis Liu on 04/01/21
Location: Walls/Ceiling Throughout /Drywall/Joint Compound Tape / White Analyst Description: Brown/White, Heterogeneous, Fibrous, Drywall Asbestos Types: Other Material: Cellulose 20 %, Non-fibrous 80 %			

Reporting Notes:

(1) Physically inseparable layers in sample. Sample composited for analysis.

Analyzed By: Dennis Liu  Date Analyzed: 4/1/2021 4-1-21

*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

921031751



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC of CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-001	FLOOR - EAST/WEST HALL	9" X 9" VINYL FLOOR TILE/MASTIC	BROWN BLACK	D	5000 SF+	NF
MCH-002	FLOOR - KITCHEN		TAN BLACK	G	*SEE #001	
MCH-003	FLOOR - LOCKER ROOM		GRAY BLACK		*SEE #001	
MCH-004	FLOOR - EQUIPMT. STORAGE		LT. BROWN BLACK			
MCH-005	FLOOR - DRESSING RM		DR. GRAY BLACK			
MCH-006	FLOOR - DRS. WORK ROOM		GREEN BLACK			
MCH-007	FLOOR - N.E. CORNER - HALL	12" X 12" VINYL FLOOR TILE/MASTIC	TAN BLACK	G	6000 SF	NF
MCH-008	FLOOR - OFFICE		LT. BROWN BLACK		*SEE #007	
MCH-009	FLOOR - REST ROOM		BROWN BLACK			
MCH-010	FLOOR - SOUTH END N.S. EAST HALL		TAN BLACK			

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>Chris Lomaster</u> Print/Signature	<u>CSST-07-4204</u> Title	Inclusive Dates
2. <u>Calendac</u> Print/Signature	_____ Title	<u>3/29/21 08:00</u> Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

G02

921031751



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)		
MCH-011	BELOW CARPET - WAITING RM.	CARPET MASTIC	BROWN	G	3000 SF	NF		
MCH-012	BELOW CARPET - ADMIN OFFICE	↓	↓	↓	*SEE # 011	↓		
MCH-013	BELOW CARPET - PATIENT LOUNGE				↓		↓	
MCH-014	WALL BASE - X-RAY OFFICE				3" BASE BOARD W/MASTIC		TAN / BROWN	G
MCH-015	WALL BASE - NORTH WAITING RM.	↓	↓	↓	*SEE # 014	↓		
MCH-016	WALL BASE - N.S. WEST HALL				GRAY / BROWN		OFF WHITE / BROWN	↓
MCH-017	WALL BASE - HEAD NURSE OFFICE				6" BASE BOARD W/MASTIC		DK. BROWN / BLACK	
MCH-018	WALL BASE - LABOR OFFICE	3" BASE BOARD W/MASTIC	NARROW WHITE	↓	*SEE # 14	↓		
MCH-019	WALL BASE - RECOVERY OFFICE				DK. BROWN		BROWN	
MCH-020	FLOOR - CAO-OFFICE	9" X 9" VINYL FLOOR TILE / MASTIC	DK. BROWN / BLACK	G	*SEE # 001	↓		

Analytical Method: PLM

Turnaround Time: Same Day - 24-hr - 3 Day - 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- | | | |
|---|------------------------------|--|
| 1. <u>[Signature]</u>
Print/Signature | <u>CSST-07-4204</u>
Title | <u>3/24/21 8:00</u>
Inclusive Dates |
| 2. <u>Alenda [Signature]</u>
Print/Signature | _____
Title | |
| 3. _____
Print/Signature | _____
Title | |

G1DZ

021031151



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/21

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-021	WALL PAPER - SURGERY ROOM	WALL COVERING MATERIAL	OLIVE	G/D	60 SF	NF
MCH-022	WALL - REST ROOM W.		YELLOW	G	100 SF	
MCH-023	WALL - HALLWAYS & OFFICES		OFF-WHITE		8,000 SF	
MCH-024	FLOOR - SURG. ROOMS	TERRAZZO FLOOR	TERRAZZO	G	500 SF	NF
MCH-025	WALLS/CEILING THROUGHOUT	PLASTER/COAT WALLS/CEILING	GRAY WHITE	G	16,000 SF	NF
MCH-026		DRYWALL/JOINT COMPOUND/TAPE	WHITE		15,000 SF	
MCH-027					SEE # 026	
MCH-028	WALLS/CEILING THROUGHOUT	PLASTER/SKIM COAT	GRAY WHITE	G	SEE # 025	NF
MCH-029						
MCH-030		DRYWALL/JOINT COMPOUND/TAPE	WHITE		SEE # 026	

Analytical Method: PLM

Turnaround Time: Same Day - 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>[Signature]</u> Print/Signature	<u>CSST-07-4204</u> Title	
2. <u>Glenda L. [Signature]</u> Print/Signature		<u>3/29/21 8:00</u> Inclusive Dates
3. _____ Print/Signature		_____ Inclusive Dates

6026102



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants

Fax #:

Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Dennis Liu
AmeriSci Job #: 921031752

Subject: PLM 3 day Results

Client Project: EN8119; LIONAKIS; Mono
County Jail Hospital - Bridgeport,
CA

Date: Saturday, April 3, 2021

Time: 15:10:33

Comments:

Number of Pages: 1

(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
 Attn: Jerry Sherman
 9245 Activity Road
 Suite 103
 San Diego, CA 92126

Date Received 03/29/21 AmeriSci Job # 921031752
 Date Examined 04/01/21 P.O. #
 Page 1 of 7
 RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-031	921031752-01L1	No	NAD
Location: Ceiling - Throughout 85% Of Bldg. / 12" x 12" Acoustic Ceiling Tile - Random P.H. With Mastic / Gray / White / Dk. Brown (by CVES) by Dennis Liu on 04/01/21 Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile Asbestos Types: Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			
MCH-031	921031752-01L2	No	NAD
Location: Ceiling - Throughout 85% Of Bldg. / 12" x 12" Acoustic Ceiling Tile - Random P.H. With Mastic / Gray / White / Dk. Brown (by CVES) by Dennis Liu on 04/01/21 Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-032	921031752-02L1	No	NAD
Location: Ceiling - 5% Of Bldg. / 12" x 12" Acoustic Ceiling Tile - Random P.H. With Mastic / White / Brown. / Dk. Brown (by CVES) by Dennis Liu on 04/01/21 Analyst Description: Yellow/Beige, Heterogeneous, Fibrous, Ceiling Tile Asbestos Types: Other Material: Fibrous glass 70 %, Non-fibrous 30 %			
MCH-032	921031752-02L2	No	NAD
Location: Ceiling - 5% Of Bldg. / 12" x 12" Acoustic Ceiling Tile - Random P.H. With Mastic / White / Brown. / Dk. Brown (by CVES) by Dennis Liu on 04/01/21 Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-033	921031752-03	Yes	6 %
Location: Ceiling - N.S. East Hall / Sprayed-On Acoustic Ceiling Coating / White (by CVES) by Dennis Liu on 04/01/21 Analyst Description: White, Heterogeneous, Non-Fibrous, Spray-On Ceiling Asbestos Types: Chrysotile 6.0 % Other Material: Cellulose 30 %, Non-fibrous 64 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-034	921031752-04	Yes	6 %
Location: Ceiling - N.S. East Hall / Sprayed-On Acoustic Ceiling Coating / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Spray-On Ceiling			
Asbestos Types: Chrysotile 6.0 %			
Other Material: Cellulose 30 %, Non-fibrous 64 %			
MCH-035	921031752-05	Yes	6 %
Location: Ceiling - East / West Hall / Sprayed-On Acoustic Ceiling Coating / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Spray-On Ceiling			
Asbestos Types: Chrysotile 6.0 %			
Other Material: Cellulose 30 %, Non-fibrous 64 %			
MCH-036	921031752-06	No	NAD
Location: Above Ceiling - Front Lobby / Office / Thick Ceiling Insulation / Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Insulation			
Asbestos Types:			
Other Material: Cellulose 60 %, Non-fibrous 40 %			
MCH-037	921031752-07L1	No	NAD
Location: Ceiling - Lobby Office / 12" x 12" Acoustic Ceiling Tile / Mastic Fissure / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile			
Asbestos Types:			
Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			
MCH-037	921031752-07L2	No	NAD
Location: Ceiling - Lobby Office / 12" x 12" Acoustic Ceiling Tile / Mastic Fissure / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Tan, Heterogeneous, Non-Fibrous, Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-038	921031752-08L1	No	NAD
Location: Ceiling - Office / 12" x 12" ACT Smooth P.H. / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Material			
Asbestos Types:			
Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-038	921031752-08L2	Yes	Trace (<1 %)
Location: Ceiling - Office / 12" x 12" ACT Smooth P.H. / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <1. % Other Material: Non-fibrous 100 %			
MCH-039	921031752-09	Yes	5 %
Location: Behind Wood Panel Wall - Lobby / Wood Panel Glue / Dk. Brown			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Glue Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-040	921031752-10L1	No	NAD
Location: Ceiling At Kitchen Entrance / 12" x 12" Acoustic Ceiling Panel / Mastic - Fissure / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Panel Asbestos Types: Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			
MCH-040	921031752-10L2	Yes	Trace (<1 %)
Location: Ceiling At Kitchen Entrance / 12" x 12" Acoustic Ceiling Panel / Mastic - Fissure / White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <1. % Other Material: Non-fibrous 100 %			
MCH-041	921031752-11L1	No	NAD
Location: Ceiling - South Hallway - N.S.W. / 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile Asbestos Types: Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			
MCH-041	921031752-11L2	Yes	Trace (<1 %)
Location: Ceiling - South Hallway - N.S.W. / 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <1. % Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos ReportEN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-042	921031752-12L1	No	NAD
Location: Ceiling - Nurses Station/ 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile			
Asbestos Types:			
Other Material: Cellulose 40 %, Fibrous glass 10 %, Non-fibrous 50 %			
MCH-042	921031752-12L2	Yes	Trace (<1 %)
Location: Ceiling - Nurses Station/ 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types: Tremolite <1. %			
Other Material: Non-fibrous 100 %			
MCH-043	921031752-13	Yes	25 %
Location: Ceiling Soffit Above Kitchen Sink / Transite (2' x 2') Panels / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Transite			
Asbestos Types: Chrysotile 25.0 %			
Other Material: Cellulose 20 %, Non-fibrous 55 %			
MCH-044	921031752-14	Yes	5 %
Location: Heater Tank At Sterile Room / Thermal System Insulation - Pipe Run / White			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: White, Heterogeneous, Fibrous, Insulation			
Asbestos Types: Amosite 5.0 %			
Other Material: Cellulose 30 %, Non-fibrous 65 %			
MCH-045	921031752-15	Yes	2 %
Location: Ext. Windows - East End / Ext. Window Putty / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Window Putty			
Asbestos Types: Chrysotile 2.0 %			
Other Material: Non-fibrous 98 %			
MCH-046	921031752-16	No	NAD
Location: Ext. Windows Main Entrance / Window Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Beige/Grey, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos ReportEN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-047	921031752-17	No	NAD
Location: Ext. Door Main Entrance / Door Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Beige/Grey, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-048	921031752-18	No	NAD
Location: Laundry Room Dryer At Wall / Duct Tape / White			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Duct Wrap			
Asbestos Types:			
Other Material: Synthetic fibers 60 %, Non-fibrous 40 %			
MCH-049	921031752-19	No	NAD
Location: Ext. Door N.W. Entrance / Door Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-050	921031752-20	No	NAD
Location: Ext. Windows N.W. Corner / Window Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Beige/Grey, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-051	921031752-21	No	NAD
Location: Ext. Windows S.E. Corner / Window Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MCH-052	921031752-22	No	NAD
Location: Ext. Door Mech. Rm. 'D' / Door Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/03/21
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Sealant			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA


Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-053	921031752-23	Yes	3 %
Location: On Ground - Separated At Mech. Rm. 'D' / Fire Block Door Insulation / Tan			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Tan, Heterogeneous, Non-Fibrous, Insulation Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 97 %			
MCH-054	921031752-24	No	NAD
Location: Floor - East / West Entrance / Concrete / Gray			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige/Grey, Heterogeneous, Non-Fibrous, Cementitious, Concrete Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-055	921031752-25L1	No	NAD
Location: Ext. Walls Throughout / Brick / Mortar / Red / Gray			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Red, Heterogeneous, Non-Fibrous, Brick Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-055	921031752-25L2	No	NAD
Location: Ext. Walls Throughout / Brick / Mortar / Red / Gray			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Mortar Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-056	921031752-26	No	NAD
Location: Ext. Windows South East Hall / Ext. Window Frame Sealant / Gray			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Sealant Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-057	921031752-27	No	NAD
Location: HVAC Unit At Mech. Rm. 'A' / Duct / Wall HVAC Tape / White			(by CVES) by Dennis Liu on 04/01/21
Analyst Description: Beige, Heterogeneous, Non-Fibrous, Duct Insulation Asbestos Types: Other Material: Synthetic fibers 40 %, Non-fibrous 60 %			

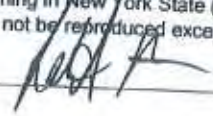
PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-058	921031752-28 Location: Pipes At Mech. Rm. 'A' / TSI Elbow's (3") / White	No	NAD (by CVES) by Dennis Liu on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, TSI Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-059	921031752-29 Location: Pipes At Mech. Rm. 'A' / 6" TSI Elbow / Gray	Yes	20 % (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, TSI Asbestos Types: Chrysotile 20.0 % Other Material: Cellulose 30 %, Non-fibrous 50 %			
MCH-060	921031752-30 Location: Pipes At Mech. Rm. 'A' / Soft Runs Wrap / FG / White / Yellow	No	NAD (by CVES) by Dennis Liu on 04/01/21
Analyst Description: Yellow/White, Heterogeneous, Non-Fibrous, Wrap Asbestos Types: Other Material: Fibrous glass 60 %, Synthetic fibers 30 %, Non-fibrous 10 %			

Reporting Notes:

Analyzed By: Dennis Liu ; Date Analyzed: 4/1/2021 4-5-21
 *NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

021031752



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CI/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-031	CEILING - THROUGHOUT 80% OF BLDG.	12"X12" ACOUSTIC	GRAY/WHITE	G	11,000 SF	NF
MCH-032	CEILING - 5% OF BLDG.	CEILING TILE - RANDOM P.H. WITH MASTIC	DK. BROWN WHITE/BROWN	↓	700 SF	↓
MCH-033	CEILING - N.S. EAST HALL	SPRAYED-ON ACOUSTIC CEILING COATING	WHITE	G	2,200	F
MCH-034	↓	↓	↓	↓	↓	↓
MCH-035	CEILING - EAST/WEST HALL	↓	↓	↓	↓	↓
MCH-036	ABOVE CEILING FRONT LOBBY/OFFICE	THICK CEILING INSULATION	BROWN	G	350 SF	NF
MCH-037	CEILING - LOBBY OFFICE	12"X12" ACOUSTIC CEILING TILE / MASTIC	WHITE GRAY/WHITE	G	20 SF	NF
MCH-038	CEILING - OFFICE	12"X12" ACOUSTIC CEILING TILE - SERVICE SMOOTH P.H.	↓	G	2,000 SF	NF
MCH-039	BEHIND WOOD PANEL WALL - LOBBY	WOOD PANEL GLUE	DK. BROWN	G	500 SF	NF
MCH-040	CEILING AT KITCHEN ENTRANCE	12"X12" ACOUSTIC CEILING PANEL / MASTIC - FIBRE	WHITE GRAY DK. BROWN	G	25 SF	NF

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- [Signature]
Print/Signature
- CI/MT
Print/Signature
- _____
Print/Signature

CSST-07-4204
Title

Title

Title

Inclusive Dates
3/29/21 - 3/30/21
Inclusive Dates

Inclusive Dates

GAD

021031752



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24/2021 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-041	CEILING - SOUTH HALLWAY - N.S.W.	12"X12" Acoustic Ceiling Tiles/Mastic - Random - Pkt.	White/Gray DK. Brown	G	*SEE #031	NF
MCH-042	CEILING - NURSES STATION	↓	↓	↓	↓	↓
MCH-043	CEILING SOFFIT ABOVE KITCHEN SINK	TRANSITE (2X2) PANELS	GRAY	G	48 SF	NF
MCH-044	HEATER TANK AT STERIL ROOM	THERMAL SYSTEM INSULATION - PIPE	WHITE	G	6 LF	NF
MCH-045	EXT. WINDOWS - EAST END	EXT. WINDOW PUTTY	GRAY	G	6 LF	NF
MCH-046	EXT. WINDOWS MAIN ENTRANCE	WINDOW FRAME SEALANT	GRAY	G	1200 LF	NF
MCH-047	EXT. DOOR MAIN ENTRANCE	DOOR FRAME SEALANT	GRAY	G	200 LF	NF
MCH-048	LAUNDRY ROOM DRYER AT WALL	DUCT TAPE	WHITE	G	10 SF	NF
MCH-049	EXT. DOOR N.W. ENTRANCE	DOOR FRAME SEALANT	GRAY	G	*SEE #047	NF
MCH-050	EXT. WINDOWS N.W. CORNER	WINDOW FRAME SEALANT	↓	↓	*SEE #046	NF

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- [Signature]
Print/Signature

CL/MT - 07-4204
Title
- Glenda L. [Signature]
Print/Signature

Title
- _____
Print/Signature

Title

Inclusive Dates
3/29/21 to 3/28/21
Inclusive Dates

Inclusive Dates

GD3

021031752



Asbestos Bulk Sample Log

Client: LIONAKIS Date: 3/24/2021 - 3/26/2021
 Location: Mono County Jail Hospital - Bridgeport, CA Project Number: EN8119
 Collected By: CL/MT CAC of CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-051	EXT. WINDOWS S.E. CORNER	WINDOW FRAME SEALANT	GRAY	G	# SEE #046	NF
MCH-052	EXT. DOOR MECH. RM. 'D'	DOOR FRAME SEALANT	GRAY	G	# SEE #047	NF
MCH-053	ON GROUND - SEPARATED AT MECH. RM. 'D'	FIRE BLOCK DOOR INSULATION	TAN	G/D	4 SF	F
MCH-054	FLOOR - EAST/WEST ENTRANCE	CONCRETE	GRAY	G	13,000 SF	NF
MCH-055	EXT. WALLS THROUGHOUT	BRICK/MORTAR	RED/GRAY	G	6,000 SF	NF
MCH-056	EXT. WINDOWS SOUTH EAST HALL	EXT. WINDOW FRAME SEALANT	GRAY	G	# SEE #046	NF
MCH-057	HVAC UNIT AT MECH. RM. 'A'	DUCT/WALL HVAC TAPE	WHITE	G	150 SF	NF
MCH-058	PIPES AT MECH. RM. 'A'	T.S.F. ELBOWS (3")	WHITE	G	100 EA	F
MCH-059	↓	6" T.S.F. ELBOW	GRAY	G	75 EA	F
MCH-060	↓	SOFTRYNS WRAP/FG	WHITE/YELLOW	G	1,000 LF	NF

Analytical Method: PLM Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. [Signature] Title: CSST-074204
 2. [Signature] Title: _____ Inclusive Dates: 3/24/21 - 3/26/21
 3. _____ Title: _____ Inclusive Dates: _____

GUD3



Please Reply To:

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Carson, California 90745
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To: Jerry Sherman
Group Delta Consultants
Fax #:
Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Thu M. Nguyen
AmeriSci Job #: 921031753
Subject: PLM 3 day Results
Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Thursday, April 1, 2021
Time: 23:06:52
Comments:

Number of Pages: 10
(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 03/29/21
Date Examined 04/01/21

AmeriSci Job # 921031753
P.O. #
Page 1 of 7

RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-061 <i>Location:</i> Pipe System Mech. Rm. A / 'Soft' Pipe Run Wrap / Fiberglass / White / Orange <i>Analyst Description:</i> White, Heterogeneous, Fibrous, Wrap <i>Asbestos Types:</i> <i>Other Material:</i> Cellulose 85 %, Non-fibrous 15 %	921031753-01L1	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-061 <i>Location:</i> Pipe System Mech. Rm. A / 'Soft' Pipe Run Wrap / Fiberglass / White / Orange <i>Analyst Description:</i> Yellow, Heterogeneous, Fibrous, Fibrous Glass <i>Asbestos Types:</i> <i>Other Material:</i> Fibrous glass 98 %, Non-fibrous 2 %	921031753-01L2	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-062 <i>Location:</i> HVAC Units Mech. Room 'B' / Duct Tape Wrap / 2 Layers / White / Gray <i>Analyst Description:</i> White, Heterogeneous, Fibrous, Wrap <i>Asbestos Types:</i> <i>Other Material:</i> Cellulose 85 %, Non-fibrous 15 %	921031753-02L1	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-062 <i>Location:</i> HVAC Units Mech. Room 'B' / Duct Tape Wrap / 2 Layers / White / Gray <i>Analyst Description:</i> Grey, Homogeneous, Non-Fibrous, Duct Tape <i>Asbestos Types:</i> <i>Other Material:</i> Cellulose 25 %, Non-fibrous 75 %	921031753-02L2	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
MCH-063 <i>Location:</i> Pipe System Mech. Rm. 'B' / 'Soft' Pipe Run Wrap / Fiberglass / White / Yellow <i>Analyst Description:</i> White, Heterogeneous, Fibrous, Wrap <i>Asbestos Types:</i> <i>Other Material:</i> Cellulose 85 %, Non-fibrous 15 %	921031753-03L1	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-063	921031753-03L2	No	NAD
Location: Pipe System Mech. Rm. 'B' / 'Soft' Pipe Run Wrap / Fiberglass / White / Yellow			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Yellow, Heterogeneous, Fibrous, Fibrous Glass Asbestos Types: Other Material: Fibrous glass 98 %, Non-fibrous 2 %			
MCH-064	921031753-04	No	NAD
Location: Pipe System Mech. Rm. 'B' / 3" TSI Elbows / White			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, TSI Asbestos Types: Other Material: Cellulose 30 %, Non-fibrous 70 %			
MCH-065	921031753-05L1	Yes	25 %
Location: Pipe System Mech. Rm. 'B' / 6" TSI Elbows / White / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Fibrous, TSI Asbestos Types: Chrysotile 25.0 % Other Material: Non-fibrous 75 %			
MCH-065	921031753-05L2	No	NAD
Location: Pipe System Mech. Rm. 'B' / 6" TSI Elbows / White / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-066	921031753-06	Yes	5 %
Location: HVAC Units Mech. B / HVAC Unit Duct Gasket / Black			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Black, Heterogeneous, Fibrous, Gasket Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-067	921031753-07L1	Yes	25 %
Location: Mech. Rm. 'C' Boiler Tank / Boiler Tank Insulation / White			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Insulation Asbestos Types: Chrysotile 5.0 %, Amosite 20.0 % Other Material: Non-fibrous 75 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-067	921031753-07L2	No	NAD
Location: Mech. Rm. 'C' Boiler Tank / Boiler Tank Insulation / White			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-068	921031753-08L1	No	NAD
Location: Pipe System Mech. Rm. 'C' / 'Soft' Pipe Run Wrap / Fiberglass / White / Orange			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Yellow, Heterogeneous, Fibrous, Fibrous Glass Asbestos Types: Other Material: Fibrous glass 98 %, Non-fibrous 2 %			
MCH-068	921031753-08L2	No	NAD
Location: Pipe System Mech. Rm. 'C' / 'Soft' Pipe Run Wrap / Fiberglass / White / Orange			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-069	921031753-09L1	Yes	5 %
Location: Pipe System Mech. Rm. 'C' / 3" TSI Elbow / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Fibrous, TSI Asbestos Types: Chrysotile 5.0 % Other Material: Mineral Wool 40 %, Non-fibrous 55 %			
MCH-069	921031753-09L2	No	NAD
Location: Pipe System Mech. Rm. 'C' / 3" TSI Elbow / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-070	921031753-10L1	Yes	5 %
Location: Pipe System Mech. Rm. 'C' / 6" TSI Elbow / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Fibrous, TSI Asbestos Types: Chrysotile 5.0 % Other Material: Mineral Wool 40 %, Non-fibrous 55 %			

PLM Bulk Asbestos ReportEN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-070	921031753-10L2 Location: Pipe System Mech. Rm. 'C' / 6" TSI Elbow / Gray	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-071	921031753-11L1 Location: Pipe System Mech. Rm. 'D' / 6" TSI Elbow / White	Yes	2 % (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, TSI Asbestos Types: Chrysotile 2.0 % Other Material: Mineral Wool 30 %, Non-fibrous 68 %			
MCH-071	921031753-11L2 Location: Pipe System Mech. Rm. 'D' / 6" TSI Elbow / White	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-072	921031753-12 Location: Pipe System Mech. Rm. 'D' / 3" TSI Elbow / White	Yes	10 % (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, TSI Asbestos Types: Chrysotile 5.0 %, Amosite 5.0 % Other Material: Non-fibrous 90 %			
MCH-073	921031753-13L1 Location: Pipe System Mech. Rm. 'D' / 'Soft' Pipe Run Wrap / Fiberglass / White / Pink	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Yellow, Heterogeneous, Fibrous, Fibrous Glass Asbestos Types: Other Material: Fibrous glass 98 %, Non-fibrous 2 %			
MCH-073	921031753-13L2 Location: Pipe System Mech. Rm. 'D' / 'Soft' Pipe Run Wrap / Fiberglass / White / Pink	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-074	921031753-14L1 Location: Ext. East / West Hall Entrance / 2-Layer Vapor Barrier / Black / Brown	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Black, Heterogeneous, Fibrous, Vapor Barrier Asbestos Types: Other Material: Cellulose 80 %, Non-fibrous 20 %			
MCH-074	921031753-14L2 Location: Ext. East / West Hall Entrance / 2-Layer Vapor Barrier / Black / Brown	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Brown, Heterogeneous, Fibrous, Vapor Barrier Asbestos Types: Other Material: Cellulose 90 %, Non-fibrous 10 %			
MCH-075	921031753-15.1 Location: Ext. East / West Hall Entrance / Ext. Stucco Plaster / Text. Coat / White / Gray	Yes	Trace (<1 %) (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Tan/White, Heterogeneous, Fibrous, Texture Coat Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
MCH-075	921031753-15.2 Location: Ext. East / West Hall Entrance / Ext. Stucco Plaster / Text. Coat / White / Gray	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Cementitious, Stucco Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-076	921031753-16.1 Location: Int. Wall - East / West Hall Ent. / Int. Stucco Plaster / White / Gray	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Cementitious, Stucco Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-076	921031753-16.2 Location: Int. Wall - East / West Hall Ent. / Int. Stucco Plaster / White / Gray	No	NAD (by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Plaster Asbestos Types: Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

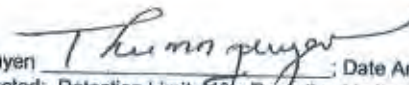
EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-077	921031753-17.1	No	NAD
Location: Ext. Wall At North Entrance / Ext. Stucco / Plaster / Text. Coat / White / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Cementitious, Stucco Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-077	921031753-17.2	No	NAD
Location: Ext. Wall At North Entrance / Ext. Stucco / Plaster / Text. Coat / White / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Beige/White, Heterogeneous, Non-Fibrous, Plaster Asbestos Types: Other Material: Non-fibrous 100 %			
MCH-078	921031753-18	No	NAD
Location: HVAC Units - Mech. Rm. 'D' / Duct Tape Wrap / White			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Cementitious, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
MCH-079	921031753-19	Yes	5 %
Location: HVAC Units - Mech. Rm. 'D' / HVAC Unit Duct Gasket Material / Black / Silver			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: Black, Homogeneous, Fibrous, Gasket Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %			
MCH-080	921031753-20L1	Yes	25 %
Location: Pipe System - Kitchen / 4" TSI Pipe Run / Wrap / White / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, TSI Asbestos Types: Amosite 25.0 % Other Material: Non-fibrous 75 %			
MCH-080	921031753-20L2	No	NAD
Location: Pipe System - Kitchen / 4" TSI Pipe Run / Wrap / White / Gray			(by CVES) by Thu M. Nguyen on 04/01/21
Analyst Description: White, Heterogeneous, Fibrous, Wrap Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Reporting Notes:

Analyzed By: Thu M. Nguyen ; Date Analyzed: 4/1/2021 4-1-21
*NAD = no asbestos detected; Detection Limit = 1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

02031753



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24-3/26/2001

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SO)	Quantity (SF/LF)	Friability (F/NF)
MCH-061	PIPE SYSTEM MECH. RM. 'A'	'SOFT' PIPE RUN WRAP / FIBERGLASS	WHITE / ORANGE	G	2000 LF	NF
MCH-062	HVAC UNITS MECH. ROOM 'B'	DUCT TAPE WRAP	2 LAYERS WHITE/GRAY	G	50 LF P/UNIT	NF
MCH-063	PIPE SYSTEM MECH. RM. 'B'	'SOFT' PIPE RUN WRAP / FIBERGLASS	WHITE / YELLOW	G	*SEE #061	NF
MCH-064	↓	3" T.S.I. ELBOWS	WHITE	G	*SEE #058	F
MCH-065	↓	6" T.S.I. ELBOWS	WHITE / GRAY	G	*SEE #059	F
MCH-066	HVAC UNITS MECH. RM. 'B'	HVAC UNIT DUCT GASKET	BLACK	G	40 SF P/UNIT	NF
MCH-067	MECH. RM. 'C' BOILER TANK	BOILER TANK INSULATION	WHITE	G	80 SF	F
MCH-068	PIPE SYSTEM MECH. RM. 'C'	'SOFT' PIPE RUN WRAP / FIBERGLASS	WHITE / ORANGE	G	*SEE #061	NF
MCH-069	↓	3" T.S.I. ELBOW	GRAY	G	*SEE #058	F
MCH-070	↓	6" T.S.I. ELBOW	GRAY	G	*SEE #059	F

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- CHRIS L...

Print/Signature _____ Title OST - 07/4/01
- Glenda L...

Print/Signature _____ Title _____
- _____

Print/Signature _____ Title _____

Inclusive Dates
3/29/21e800
Inclusive Dates

Inclusive Dates

GDA

021031753



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SB)	Quantity (SF/LF)	Friability (F/NF)
MCH-071	PIPE SYSTEM MECH. RM. 'D'	6" T.S.I. ELBOW	WHITE	G	*SEE #059	F
MCH-072	↓	3" T.S.I. ELBOW	WHITE	G	*SEE #058	F
MCH-073	↓	'SOFT' PIPE RUN WRAP/FIBERGLASS	WHITE PINK	G	*SEE #061	NF
MCH-074	EXT. EAST/WEST MAIL ENTRANCE	2-LAYER VAPOR BARRIER	BLACK BROWN	G	10000 SF	NF
MCH-075	↓	EXT. STUCCO/PLASTER/TEXT. COAT	WHITE GRAY	G	200 SF	NF
MCH-076	INT. WALL - EAST/WEST MAIL EXT.	INT. STUCCO PLASTER	↓	↓	↓	NF
MCH-077	EXT. WALL AT NORTH ENTRANCE	EXT. STUCCO/PLASTER/TEXT. COAT	↓	G	200 SF	NF
MCH-078	HVAC UNITS - MECH. RM. 'D'	DUCT TAPE WRAP	WHITE	G	50 LF / UNIT	NF
MCH-079	↓	HVAC UNIT DUCT GASKET MATERIAL	BLACK SILVER	G	40 SF	NF
MCH-080	PIPE SYSTEM - KITCHEN	4" T.S.I. PIPE RUN/WRAP	WHITE GRAY	G	25 LF	F

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- | | | |
|--|------------------------------|---|
| 1. <u>[Signature]</u>
Print/Signature | <u>CSST-07-4204</u>
Title | <u>3/24/21 18:00</u>
Inclusive Dates |
| 2. <u>Gloria L. [Signature]</u>
Print/Signature | _____
Title | _____
Inclusive Dates |
| 3. _____
Print/Signature | _____
Title | _____
Inclusive Dates |



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308
Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants

Fax #:

Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Madeline Cumad
AmeriSci Job #: 921031761
Subject: PLM 3 day Results
Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Thursday, April 1, 2021
Time: 07:08:01
Comments:

Number of Pages: 4
(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
 Attn: Jerry Sherman
 9245 Activity Road
 Suite 103
 San Diego, CA 92126

Date Received 03/29/21
Date Examined 04/01/21

AmeriSci Job # 921031761

P.O. #

Page 1 of 2

RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCHMB-01	921031761-01 Location: Maint. Bldg. Wall Base / Wall Base Sealant / Gray	Yes	Trace (<1 %) (by CVES) by Madeline Cumad on 04/01/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
MCHMB-02	921031761-02 Location: Maint. Bldg. R.U Door Frame / Door Frame Sealant / Gray	Yes	Trace (<1 %) (by CVES) by Madeline Cumad on 04/01/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
MCHMB-03	921031761-03 Location: Maint. Bldg. Windows / Window Frame Sealant / Gray	Yes	Trace (<1 %) (by CVES) by Madeline Cumad on 04/01/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant Asbestos Types: Chrysotile <1. % Other Material: Non-fibrous 100 %			
MCHMB-04	921031761-04 Location: Floor Maint. Bldg. Base Slab / Concrete / Gray	No	NAD (by CVES) by Madeline Cumad on 04/01/21
Analyst Description: Grey/Beige, Heterogeneous, Non-Fibrous, Cementitious, Concrete Asbestos Types: Other Material: Non-fibrous 100 %			
MCHHP-1	921031761-05 Location: Heliport Ext. Surface / Asphalt / Black	No	NAD (by CVES) by Madeline Cumad on 04/01/21
Analyst Description: Black, Heterogeneous, Non-Fibrous, Cementitious, Asphalt Asbestos Types: Other Material: Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-081	921031761-06	No	NAD
Location: HVAC Unit Mech. Room "A" / Vibration Dampner / Black			(by CVES) by Madeline Cumad on 04/01/21
Analyst Description: White/Black, Homogeneous, Fibrous, Vibration Dampener Asbestos Types: Other Material: Fibrous glass 5 %, Non-fibrous 95 %			

Reporting Notes:

Analyzed By: Madeline Cumad *MC*; Date Analyzed: 4/1/2021 4/1/21
 *NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced, except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: *MC*

021031761



Asbestos Bulk Sample Log

Client: LIONAKIS Date: 3/24 ~ 3/26/2021
 Location: Mono County Jail Hospital - Bridgeport, CA Project Number: EN8119
 Collected By: CL/MT CAC of CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCHMB-01	MAINT. BLDG. WALK BASE	WALK BASE SEALANT	GRAY	G	500 SF TOTAL	NF
MCHMB-02	MAINT. BLDG. R-U. DOOR FRAME	DOOR FRAME SEALANT	↓	↓	↓	↓
MCHMB-03	MAINT. BLDG. WINDOWS	WINDOW FRAME SEALANT	↓	↓	↓	↓
MCHMB-04	FLOOR-MAINT. BLDG. BASE SLAB	CONCRETE	GRAY	G	2500 SF	NF
MCHHP-1	AIRPORT EXT. SURFACE	ASPHALT	BLACK	G	15000 SF	NF
MCH-081	HVAC UNIT MECH. ROOM 'A'	VIBRATION DAMPNER	BLACK	G	40 SF	NF

Analytical Method: PLM Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and christ@groupdelta.com

CHAIN OF CUSTODY:

1. [Signature] Title: CSST - 07-4204
 2. Glenda L. [Signature] Title: _____ Inclusive Dates: 3/20/21 to 8:00
 3. _____ Title: _____ Inclusive Dates: _____

GDD



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Carson, California 90745

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FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants

Fax #:

Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Thu M. Nguyen

AmeriSci Job #: 921041229

Subject: PLM 1000 point count 3 day Result

Client Project: EN8119; LIONAKIS; Mono
County Jail Hospital - Bridgeport,
CA

Date: Thursday, April 15, 2021

Time: 19:56:38

Comments:

Number of Pages: _____

(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 04/12/21 AmeriSci Job # 921041229
Date Examined 04/15/21 P.O. #
Page 1 of 1
RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-075	921041229-01	Yes	Trace (<0.1 % pc) (by 1000 pt ct) by Thu M. Nguyen on 04/15/21
<p>Location: Ext. East / West Hall Entrance / Ext. Stucco Plaster / Text. Coat / White / Gray</p> <p>Analyst Description: Tan/White, Heterogeneous, Fibrous, Texture Coat</p> <p>Asbestos Types: Chrysotile <0.1 % pc</p> <p>Other Material: Non-Asbestos/Inert 48.7 %</p>			

Reporting Notes:

Analyzed By: Thu M. Nguyen *Thu M. Nguyen*; Date Analyzed: 4/15/2021

4.15.21

*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: _____

921041229

Subject: Point Cunt Request
From: Kirk Hopka <kirrh@groupdelta.com>
Date: 4/12/2021, 12:18
To: "ameriscila@amerisci.com" <ameriscila@amerisci.com>

Can you please perform 3 day TAT 1,000 pt. ct. on sample:
MCH-075



Kirk Hopka | Hazardous Materials Project Manager
Group Delta
370 Amapola Ave., Suite 212
Torrance, CA 90501
Office: (310) 320-5100
Mobile: (951) 907-1553
Email: kirrh@groupdelta.com
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0210317530m

Asbestos Bulk Sample Log

924041229



Client: LIONAKIS

Date: 3/24~3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample #	Sample Location	Material	Color	Condition (G/D)	Quantity (SF)	Friability (F/NF)
MCH-071	PIPE SYSTEM MECH. RM. 'D'	6" T.S.I. ELBOW	WHITE	G	*SEE #059	F
MCH-072	↓	3" T.S.I. ELBOW	WHITE	G	*SEE #058	F
MCH-073	↓	'SOFT' PIPE RUN WRAP/FIREGLASS	WHITE PINK	G	*SEE #061	NF
MCH-074	EXT. EAST/WEST HALL ENTRANCE	2-LAYER VAPOR BARRIER	BLACK BROWN	G	1000 SF	NF
MCH-075	↓	EXT. STUCCO/PLASTER/TEXT. CONT	WHITE GRAY	G	200 SF	NF
MCH-076	INT. WALL - EAST/WEST HALL ENT.	INT. STUCCO PLASTER	↓	↓	↓	NF
MCH-077	EXT. WALL AT NORTH ENTRANCE	EXT. STUCCO/PLASTER/TEXT. CONT	↓	G	200 SF	NF
MCH-078	HVAC UNITS - MECH. RM. 'D'	DUCT TAPE WRAP	WHITE	G	50 LF #1 UNIT	NF
MCH-079	↓	HVAC UNIT DUCT GASKET MATERIAL	BLACK SILVER	G	40 SF	NF
MCH-080	PIPE SYSTEM - KITCHEN	4" T.S.I. PIPE RUN/WRAP	WHITE GRAY	G	25 LF	F

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

- [Signature]
Print/Signature
- Glenda L. [Signature]
Print/Signature
- _____
Print/Signature

CSST-07-404
Title

Title

Title

Inclusive Dates
3/24/21 to 3/26/21
Inclusive Dates

Inclusive Dates



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308
Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants
Fax #:
Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkh@groupdelta.com, chrisl@groupdelta.com

From: Thu M. Nguyen
AmeriSci Job #: 921041233
Subject: PLM 1000 point count 3 day Result
Client Project: EN8119; LIONAKIS; Mono
County Jail Hospital - Bridgeport,
CA

Date: Saturday, April 17, 2021
Time: 09:43:38
Comments:

Number of Pages: 7
(including cover sheet)

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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 04/12/21 **AmeriSci Job #** 921041233
Date Examined 04/17/21 **P.O. #**
Page 1 of 2
RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-014 Location: Wall Base - X-Ray Office / 3" Base Board w/Mastic / Tan/Brown	921041233-01	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <0.1 % pc Other Material: Non-Asbestos/Inert 74.5 % Comment: Heat Sensitive (organic): 48.6%; Acid Soluble (inorganic): <<<<%; Inert (Non-asbestos): 74.5%			
MCH-015 Location: Wall Base - North Waiting Rm. / 3" Base Board w/Mastic / Gray/Brown	921041233-02	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <0.1 % pc Other Material: Non-Asbestos/Inert 72 % Comment: Heat Sensitive (organic): 43.6%; Acid Soluble (inorganic): <<<<%; Inert (Non-asbestos): 72.0%			
MCH-016 Location: Wall Base - N.S. West Hall / 3" Base Board w/Mastic / Off-White/Brown	921041233-03	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Tremolite <0.1 % pc Other Material: Non-Asbestos/Inert 18.1 % Comment: Heat Sensitive (organic): 38.4%; Acid Soluble (inorganic): 43.5%; Inert (Non-asbestos): 18.1%			
MCH-019 Location: Wall Base - Recovery Office / 3" Base Board w/Mastic / Dk. Brown/Brown	921041233-04	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
Analyst Description: Brown, Homogeneous, Non-Fibrous, Mastic Asbestos Types: Chrysotile <0.1 % pc Other Material: Non-Asbestos/Inert 35.6 % Comment: Heat Sensitive (organic): 41.9%; Acid Soluble (inorganic): 22.5%; Inert (Non-asbestos): 35.6%			

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-026	921041233-05	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
<p>Location: Walls/Ceilings Throughout / Drywall/ Joint Compound Tape / White</p> <p>Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound</p> <p>Asbestos Types: Chrysotile <0.1 % pc</p> <p>Other Material: Non-Asbestos/Inert 31.5 %</p> <p>Comment: Heat Sensitive (organic): 30.1%; Acid Soluble (inorganic): 38.4%; Inert (Non-asbestos): 31.5%</p>			
MCH-027	921041233-06	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
<p>Location: Walls/Ceilings Throughout / Drywall/Joint Compound Tape / White</p> <p>Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound</p> <p>Asbestos Types: Chrysotile <0.1 % pc</p> <p>Other Material: Non-Asbestos/Inert 34.7 %</p> <p>Comment: Heat Sensitive (organic): 28.0%; Acid Soluble (inorganic): 37.3%; Inert (Non-asbestos): 34.7%</p>			
MCH-030	921041233-07	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Thu M. Nguyen on 04/17/21
<p>Location: Walls/Ceiling Throughout /Drywall/Joint Compound Tape / White</p> <p>Analyst Description: Beige, Homogeneous, Non-Fibrous, Joint Compound</p> <p>Asbestos Types: Chrysotile <0.1 % pc</p> <p>Other Material: Non-Asbestos/Inert 34.2 %</p> <p>Comment: Heat Sensitive (organic): 11.8%; Acid Soluble (inorganic): 54.0%; Inert (Non-asbestos): 34.2%</p>			

Reporting Notes:

(1) EPA 1000 Point Count Analysis performed on inert residue remaining after 480C heat and HCl acid treatments.

Analyzed By: Thu M. Nguyen *Thu M. Nguyen* Date Analyzed: 4/17/2021 4.17.21
 *NAD = no asbestos detected; Detection Limit <1% Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: *[Signature]*

92104/233

Subject: Point Count Request
From: Kirk Hopka <kirkh@groupdelta.com>
Date: 4/12/2021, 12:29
To: "ameriscila@amerisci.com" <ameriscila@amerisci.com>
CC: Jerry Sherman <jerrys@groupdelta.com>

Can you please perform 3 day TAT 1,000 pt. ct. on samples:

MCH-014

MCH-015

MCH-016

MCH-019

MCH-026, MCH-027, MCH-030 Joint Compound (Stop at 1st positive above 0.1%)



Kirk Hopka | Hazardous Materials Project Manager
Group Delta
370 Amapola Ave., Suite 212
Torrance, CA 90501

Office: (310) 320-5100
Mobile: (951) 907-1553
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Visit us on the web at <http://www.GroupDelta.com>



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Rec'd by PJ
4/12/21 12:30
4/12/2021, 12:30

021041233
 921031751



Asbestos Bulk Sample Log

Client: LIONAKIS Date: 3/24 ~ 3/26/2021
 Location: Mono County Jail Hospital - Bridgeport, CA Project Number: EN8119
 Collected By: CL/MT CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-001	FLOOR - EAST/WEST HALL	9" X 9" VINYL FLOOR TILE/MASSE	BROWN BLACK	D	8000 SF+	NF
MCH-002	FLOOR - KITCHEN		TAN BLACK	G	*SEE #001	
MCH-003	FLOOR - LOCKER ROOM		GRAY BLACK		*SEE #001	
MCH-004	FLOOR - EQUIPMT. STORAGE		LT. BROWN BLACK			
MCH-005	FLOOR - PRESSING RM		DK. GRAY BLACK			
MCH-006	FLOOR - DRS. WORK ROOM		GREEN BLACK	↓	↓	↓
MCH-007	FLOOR - N.E. CORNER - HALL	12" X 12" VINYL FLOOR TILE/MASSE	TAN BLACK	G	6,000 SF	NF
MCH-008	FLOOR - OFFICE		LT. BROWN BLACK		*SEE #007	
MCH-009	FLOOR - REST ROOM		BROWN BLACK			
MCH-010	FLOOR - SOUTH END N.S. EAST HALL		TAN BLACK	↓	↓	↓

Analytical Method: (PLM) Turnaround Time: Same Day 24-hr (3 Day) 5 Day
 Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>Chris Lowmaster</u> Print/Signature	<u>CSST-07-4204</u> Title	<u>3/29/21 08:00</u> Inclusive Dates
2. <u>Calinda C. [Signature]</u> Print/Signature	_____ Title	_____ Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

G02

92104/233
 92103/751



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No.: 07-4204

Sample No	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-011	BELOW CARPET - WAITING RM.	CARPET MASTIC	BROWN	G	3000 SF	NF
MCH-012	BELOW CARPET - ADMIN OFFICE				*SEE #011	
MCH-013	BELOW CARPET - PATIENT LOUNGE					
MCH-014	WALL BASE - X-RAY OFFICE	3" BASE BOARD w/MASTIC	TAN / BROWN	G	6000 LF	NF
MCH-015	WALL BASE - NORTH WAITING RM.		GRAY / BROWN		*SEE #014	
MCH-016	WALL BASE - NLS. WEST HALL		OFF WHITE / BROWN			
MCH-017	WALL BASE - HEAD NURSE OFFICE	6" BASE BOARD w/MASTIC	DK. BROWN / BLACK		500 LF	
MCH-018	WALL BASE - LABOR OFFICE	3" BASE BOARD w/MASTIC	NARROW N / WHITE		*SEE #14	
MCH-019	WALL BASE - RECOVERY OFFICE		DK. BROWN / BROWN			
MCH-020	FLOOR - CAO-OFFICE	9" X 9" VINYL FLOORING/MASTIC	DK. BROWN / BLACK	G	*SEE #001	

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>[Signature]</u> Print/Signature	<u>CSST-07-4204</u> Title	<u>3/24/21 9:00</u> Inclusive Dates
2. <u>Alenda L. [Signature]</u> Print/Signature	_____ Title	_____ Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

021041233
021031151



Asbestos Bulk Sample Log

Client: LIONAKIS

Date: 3/24 ~ 3/26/21

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-021	WALL PAPER - SURGERY ROOM	WALL COVERING MATERIAL	OLIVE	G/D	60 SF	NF
MCH-022	WALL - REST ROOM W.		YELLOW	G	100 SF	
MCH-023	WALL - HALLWAYS & OFFICES		OFF-WHITE		8,000 SF	
MCH-024	FLOOR - SURG. ROOMS	TERRAZZO FLOOR	TERRAZZO	G	500 SF	NF
MCH-025	WALLS/CEILING THROUGHOUT	PLASTER/COAT WALLS/CEILING	GRAY WHITE	G	16,000 SF	NF
MCH-026		DRY WALL/JOINT COMPOUND/TAPE	WHITE		5,000 SF	
MCH-027					SEE # 026	
MCH-028	WALLS/CEILING THROUGHOUT	PLASTER/SHIM COAT	GRAY WHITE	G	SEE # 025	NF
MCH-029						
MCH-030		DRY WALL/JOINT COMPOUND/TAPE	WHITE		SEE # 026	

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>[Signature]</u> Print/Signature	<u>CSST-074204</u> Title	
2. <u>Glenda L. [Signature]</u> Print/Signature		Inclusive Dates <u>3/29/21 to 8:00</u> Inclusive Dates
3. _____ Print/Signature		Inclusive Dates

61036102



Please Reply To:

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Carson, California 90745
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FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman Group Delta Consultants	From: Madeline Cumad
Fax #:	AmeriSci Job #: 921041234
Email: jerrys@groupdelta.com, miket@groupdelta.com, kirkl@groupdelta.com, chrisl@groupdelta.com	Subject: PLM 1000 point count 3 day Result
	Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Friday, April 16, 2021
Time: 13:51:30
Comments:

Number of Pages: 4
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PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 04/12/21
Date Examined 04/16/21

AmeriSci Job # 921041234
P.O. #
Page 1 of 2

RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCH-038	921041234-01L1 Location: Ceiling - Office / 12" x 12" ACT Smooth P.H. / White / Gray / Dk. Brown	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Material Asbestos Types: Tremolite <0.1 % pc Other Material: Non-fibrous 47.9 % Comment: Heat Sensitive (organic): 50.9%; Acid Soluble (inorganic): 1.1%; Inert (Non-asbestos): 47.9%			
MCH-040	921041234-02L1 Location: Ceiling At Kitchen Entrance / 12" x 12" Acoustic Ceiling Panel / Mastic - Fissure / White / Gray / Dk. Brown	Yes	0.1 % pc ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Panel Asbestos Types: Tremolite 0.1 % Other Material: Non-fibrous 47.7 % Comment: Heat Sensitive (organic): 47.6%; Acid Soluble (inorganic): 4.6%; Inert (Non-asbestos): 47.7%			
MCH-041	921041234-03L1 Location: Ceiling - South Hallway - N.S.W. / 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown	Yes	0.1 % pc ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile Asbestos Types: Tremolite 0.1 % Other Material: Non-fibrous 48.6 % Comment: Heat Sensitive (organic): 45.5%; Acid Soluble (inorganic): 5.8%; Inert (Non-asbestos): 48.6%			
MCH-042	921041234-04L1 Location: Ceiling - Nurses Station/ 12" x 12" Acoustic Ceiling Tile / Mastic - Random P.H. White / Gray / Dk. Brown	Yes	0.2 % pc ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Analyst Description: Grey/White, Heterogeneous, Non-Fibrous, Ceiling Tile Asbestos Types: Tremolite 0.2 % Other Material: Non-fibrous 48.7 % Comment: Heat Sensitive (organic): 49.8%; Acid Soluble (inorganic): 1.4%; Inert (Non-asbestos): 48.7%			

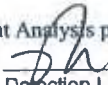
Client Name: Group Delta Consultants

PLM Bulk Asbestos Report

EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport,
CA

Reporting Notes:

(1) EPA 1000 Point Count Analysis performed on inert residue remaining after 480C heat and HCl acid treatments.

Analyzed By: Madeline Cumad ; Date Analyzed: 4/16/2021 4-16-21
*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: 

921041234

Subject: Point Count Request
From: Kirk Hopka <kirkh@groupdelta.com>
Date: 4/12/2021, 12:10
To: "ameriscila@amerisci.com" <ameriscila@amerisci.com>

Can you please perform 3 day TAT 1,000 pt. ct. on samples:
MCH-038
MCH-040
MCH-041
MCH-042
Stop at 1st positive above 0.1%



Kirk Hopka | Hazardous Materials Project Manager
Group Delta
370 Amapola Ave., Suite 212
Torrance, CA 90501

Office: (310) 320-5100
Mobile: (951) 907-1553
Email: kirkh@groupdelta.com
Visit us on the web at <http://www.GroupDelta.com>



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Attachments:

921031752E.pdf

548 KB

~~021031752~~ *EM*



Asbestos Bulk Sample Log

921041234

Client: LIONAKIS

Date: 3/24/~3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number: EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCH-041	CEILING - SOUTH HALLWAY - N.S.W.	12"X12" ACOUSTIC CEILING TILE/INSULATION - RANDOM - PLT	white/gray DK. Brown	G	*SEE #031	NF
MCH-042	CEILING - NURSES STATION	↓	↓	↓	↓	↓
MCH-043	CEILING SOFFIT ABOVE KITCHEN SINK	TRANSITE (2X1) PANELS	GRAY	G	48 SF	NF
MCH-044	HEATER TANK AT STERIL ROOM	THERMAL SYSTEM INSULATION - PIPE RUN	WHITE	G	6 LF	NF
MCH-045	EXT. WINDOWS - EAST END	EXT. WINDOW PUTTY	GRAY	G	6 LF	NF
MCH-046	EXT. WINDOWS MAIN ENTRANCE	WINDOW FRAME SEALANT	GRAY	G	1200 LF	NF
MCH-047	EXT. DOOR MAIN ENTRANCE	DOOR FRAME SEALANT	GRAY	G	200 LF	NF
MCH-048	LAUNDRY ROOM DRYER AT WALL	DUCT TAPE	WHITE	G	10 SF	NF
BACH-049	EXT. DOOR N.W. ENTRANCE	DOOR FRAME SEALANT	GRAY	G	*SEE #047	NF
MCH-050	EXT. WINDOWS N.W. CORNER	WINDOW FRAME SEALANT	↓	↓	*SEE #046	NF

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u><i>[Signature]</i></u> Print/Signature	<u>PLM - 07-4204</u> Title	<u>3/29/21 08:20</u> Inclusive Dates
2. <u><i>[Signature]</i></u> Print/Signature	_____ Title	_____ Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

G03

07/04/2021 11:20

921031752 



Asbestos Bulk Sample Log

921041234

Client: LIONAKIS

Date 3/24 ~ 3/26/2021

Location: Mono County Jail Hospital - Bridgeport, CA

Project Number EN8119

Collected By: CL/MT

CAC or CSST No: 07-4204


Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Integrity (F/NF)
MCH-031	CEILING - THROUGHOUT 80% OF BLDG.	12"X12" ACOUSTIC CEILING TILE-RANDOM MAT. WITH MATIC	GRAY/WHITE DK. BROWN	G	11,000 SF	NF
MCH-032	CEILING - 5% OF BLDG.	↓	WHITE/BROWN DK. BROWN	↓	700 SF	↓
MCH-033	CEILING - N.S. EAST HALL	SPRAYED-ON ACOUSTIC CEILING COATING	WHITE	G	2,200	F
MCH-034	↓	↓	↓	↓	↓	↓
MCH-035	CEILING - EAST/WEST HALL	↓	↓	↓	↓	↓
MCH-036	ABOVE CEILING - FRONT LOBBY/OFFICE	THICK CEILING INSULATION	BROWN	G	350 SF	NF
MCH-037	CEILING - LOBBY OFFICE	12"X12" ACOUSTIC CEILING TILE/MATIC	WHITE GRAY/DK. BROWN	G	20 SF	NF
MCH-038	CEILING - OFFICE	12"X12" ACOUSTIC SMOOTH P.H.	↓	G	2,000 SF	NF
MCH-039	BEHIND WOOD PANEL WALL - LOBBY	WOOD PANEL GLUE	DK. BROWN	G	500 SF	NF
MCH-040	CEILING AT KITCHEN ENTRANCE	12"X12" ACOUSTIC CEILING PANEL/MATIC - FIBRE	WHITE GRAY DK. BROWN	G	25 SF	NF

Analytical Method: PLM

Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1.  Print/Signature	<u>CSST-07-4204</u> Title	<u>9/29/21-8-0</u> Inclusive Dates
2. <u>clental-LL</u> Print/Signature	_____ Title	_____ Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

6/23

11/20/21 11:00 AM



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Jerry Sherman
Group Delta Consultants
Fax #:
Email: jerrys@groupdelta.com,miket@groupdelta.com,kirkh@groupdelta.com,chrisl@groupdelta.com

From: Madeline Cumad
AmeriSci Job #: 921041235
Subject: PLM 1000 point count 3 day Result
Client Project: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Date: Friday, April 16, 2021
Time: 14:20:00
Comments:

Number of Pages: _____
(including cover sheet)

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Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

PLM Bulk Asbestos Report

Group Delta Consultants
Attn: Jerry Sherman
9245 Activity Road
Suite 103
San Diego, CA 92126

Date Received 04/12/21 AmeriSci Job # 921041235
Date Examined 04/16/21 P.O. #
Page 1 of 1
RE: EN8119; LIONAKIS; Mono County Jail Hospital - Bridgeport, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MCHMB-01 Location: Maint. Bldg. Wall Base / Wall Base Sealant / Gray	921041235-01	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant Asbestos Types: Chrysotile <0.1 % pc Other Material: Non-fibrous 10.1 % Comment: Heat Sensitive (organic): 47.9%; Acid Soluble (inorganic): 42.0%; Inert (Non-asbestos): 10.1%			
MCHMB-02 Location: Maint. Bldg. R.U Door Frame / Door Frame Sealant / Gray	921041235-02	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant Asbestos Types: Chrysotile <0.1 % pc Other Material: Non-fibrous 10.6 % Comment: Heat Sensitive (organic): 47.5%; Acid Soluble (inorganic): 41.9%; Inert (Non-asbestos): 10.6%			
MCHMB-03 Location: Maint. Bldg. Windows / Window Frame Sealant / Gray	921041235-03	Yes	Trace (<0.1 % pc) ¹ (by 1000 pt ct) by Madeline Cumad on 04/16/21
Analyst Description: Grey, Homogeneous, Non-Fibrous, Sealant Asbestos Types: Chrysotile <0.1 % pc Other Material: Non-fibrous 5.1 % Comment: Heat Sensitive (organic): 47.1%; Acid Soluble (inorganic): 47.9%; Inert (Non-asbestos): 5.1%			

Reporting Notes:

(1) EPA 1000 Point Count Analysis performed on inert residue remaining after 480C heat and HCl acid treatments.

Analyzed By: Madeline Cumad ; Date Analyzed: 4/16/2021 4/16/21
*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By:

92104 1235
 021051761



Asbestos Bulk Sample Log

Client: LIONAKIS Date: 3/24 ~ 3/26/2021
 Location: Mono County Jail Hospital - Bridgeport, CA Project Number: EN8119
 Collected By: CL/MT CAC or CSST No: 07-4204

Sample No.	Sample Location	Material	Description	Condition (G/D/SD)	Quantity (SF/LF)	Friability (F/NF)
MCHMB-01	MAINT. BLDG. WALL BASE	WALL BASE SEALANT	GRAY	G	500 SF TOTAL	NF
MCHMB-02	MAINT. BLDG. R.U. DOOR FRAME	DOOR FRAME SEALANT	↓	↓	↓	↓
MCHMB-03	MAINT. BLDG. WINDOWS	WINDOW FRAME SEALANT	↓	↓	↓	↓
MCHMB-04	FLOOR-MAINT. BLDG. BASE SLAB	CONCRETE	GRAY	G	2,500 SF	NF
MCHMP-1	HQ/PORT EXT. SURFACE	ASPHALT	BLACK	G	1,500 SF	NF
MCH-081	HVAC UNIT MECH. ROOM 'A'	VIBRATION DAMPNER	BLACK	G	40 SF	NF

Analytical Method: PLM Turnaround Time: Same Day 24-hr 3 Day 5 Day

Lab Results: Please E-mail results to: kirkh@groupdelta.com, jerrys@groupdelta.com, and chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. [Signature] CSST - 07-4204
 Print/Signature Title
 2. Granda L. Gyr
 Print/Signature Title
 3. _____
 Print/Signature Title

Inclusive Dates
3/29/21 8:00
 Inclusive Dates

 Inclusive Dates

GDD

Point Count Request

921041235

Subject: Point Count Request
From: Kirk Hopka <kirkh@groupdelta.com>
Date: 4/12/2021, 12:42
To: "ameriscila@amerisci.com" <ameriscila@amerisci.com>
CC: Jerry Sherman <jerrys@groupdelta.com>

Can you please perform 3 day TAT 1,000 pt. ct. on samples:
MCHMB-01
MCHMB-02
MCHMB-03
Stop at 1st positive above 0.1%



Kirk Hopka | Hazardous Materials Project Manager
Group Delta
370 Amapola Ave., Suite 212
Torrance, CA 90501

Office: (310) 320-5100
Mobile: (951) 907-1553
Email: kirkh@groupdelta.com
Visit us on the web at <http://www.GroupDelta.com>



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Attachments:

921031761E.pdf

184 KB

Rec'd by JSH
4/12/21 e 13:15

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

Chris A Lemaster



Name
Certification No. 07-4204
Expires on 07/19/21

This certification was issued by the Division of Occupational Safety and Health as authorized by Section 7140 of title 8 of the Business and Professions Code.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Christopher Lemaster

CERTIFICATE TYPE:

Lead Sampling Technician

NUMBER:

LRC-00007564

EXPIRATION DATE:

9/29/2021

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdoh.ca.gov/programs/clob or calling (800) 597-LEAD.

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant



Kirk J Hopka

Name

Certification No. 96-2078

Expires on 11/08/21

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7100 et seq. of the Business and Professions Code.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Kirk Hopka

CERTIFICATE TYPE:

Lead Inspector/Assessor
Lead Project Monitor

NUMBER:

LRC-00004527
LRC-00004526

EXPIRATION DATE:

1/31/2022
1/31/2022

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Michael Fitzsimons Toomey

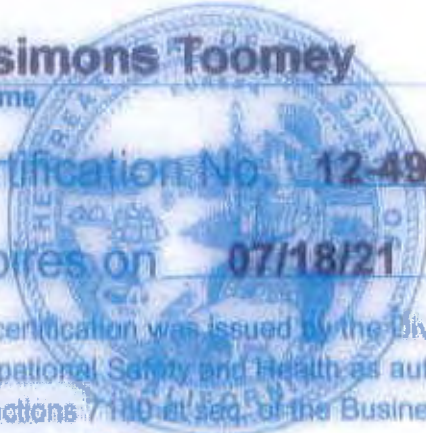
Name



Certification No. **12-4909**

Expires on **07/18/21**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7100 et seq. of the Business and Professions Code.





STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Inspector/Assessor	LRC-00006063	5/11/2021
Michael Toomey	Lead Project Monitor	LRC-00006062	5/11/2021

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.

* * Transmit Confirmation Report * *

P1

05/04/2021 05:38

Distant Station	Resolution	Start Time	Time	Page	Kind	Result	Error Code	Message
15106205656	Normal	05/04 05:37	00'10"	1		#	OK	

State of California—Health and Human Services Agency

California Department of Public Health

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation: 04/08/2021

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

Lead Inspection Risk Assessment Clearance Other (specify): Limited Lead Inspection

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address (number, street, apartment (if applicable)) 221 Twin Lakes Rd.		City Bridgeport	County Mono	Zip Code 92584
Construction date (year) of structure 1060	Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Other (specify): Hospital	Children living in structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know		

Section 4 — Owner of Structure (if business/agency, list contact person)

Name County of Mono-Mono Gen. Hospital	Telephone number (760) 932-5440	
Address (number, street, apartment (if applicable)) 74 North School Street, PO Box 467	City Bridgeport	State California

Section 5 —

No lead-based paint Intact lead-based paint Deteriorated lead based paint

No lead hazards detected Lead-contaminated dust found Lead-contaminated soil found Other

Section 6 — Individual Conducting Lead Hazard Evaluation

Name Mike Toomey	Telephone number (858) 536-1000		
Address (number, street, apartment (if applicable)) 9245 Actvity Road, Suite 103	City San Diego	State CA	Zip Code 92126
CDPH certification number LRC-000006083	Signature 	Date 05/04/21	

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone

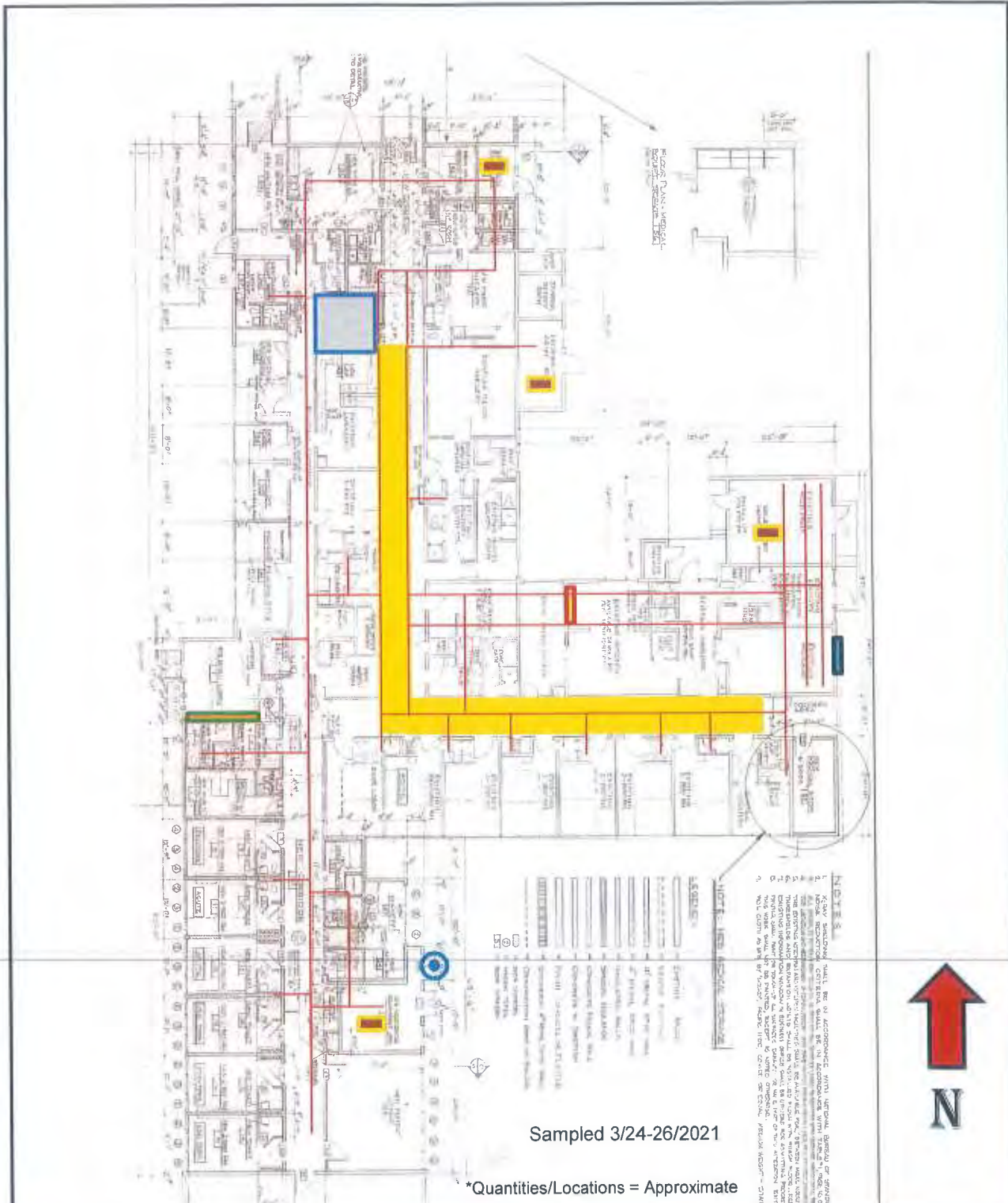
First copy and attachments retained by inspector

Third copy only (no attachments) mailed or faxed to:

Second copy and attachments retained by owner

California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
Fax: (510) 620-5656

APPENDIX B
ABATEMENT DRAWINGS



Sampled 3/24-26/2021

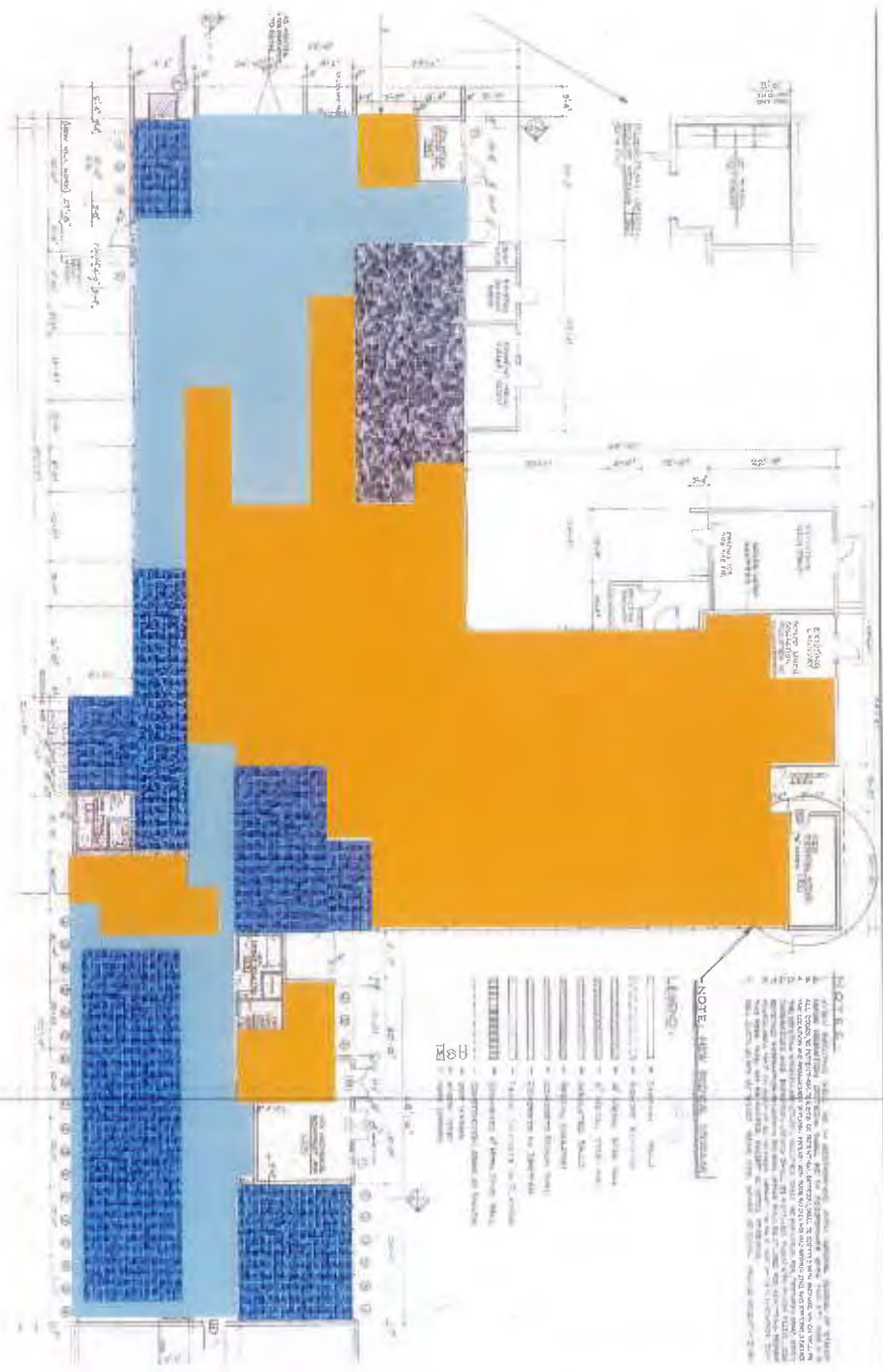
*Quantities/Locations = Approximate

- ACM Pipe Runs/Elbows
- ACM Acoustic Ceiling
- ACM HVAC Duct Gasket(s)
- ACM Wall Panel Glue (Lobby)
- ACM 12"x12" ACT
- ACM Window Putty
- ACM Transite
- ⊙ ACM Fire Door (freestanding)



GDC Project No. EN8119

Asbestos Materials Location Map
Mono County Old Hospital

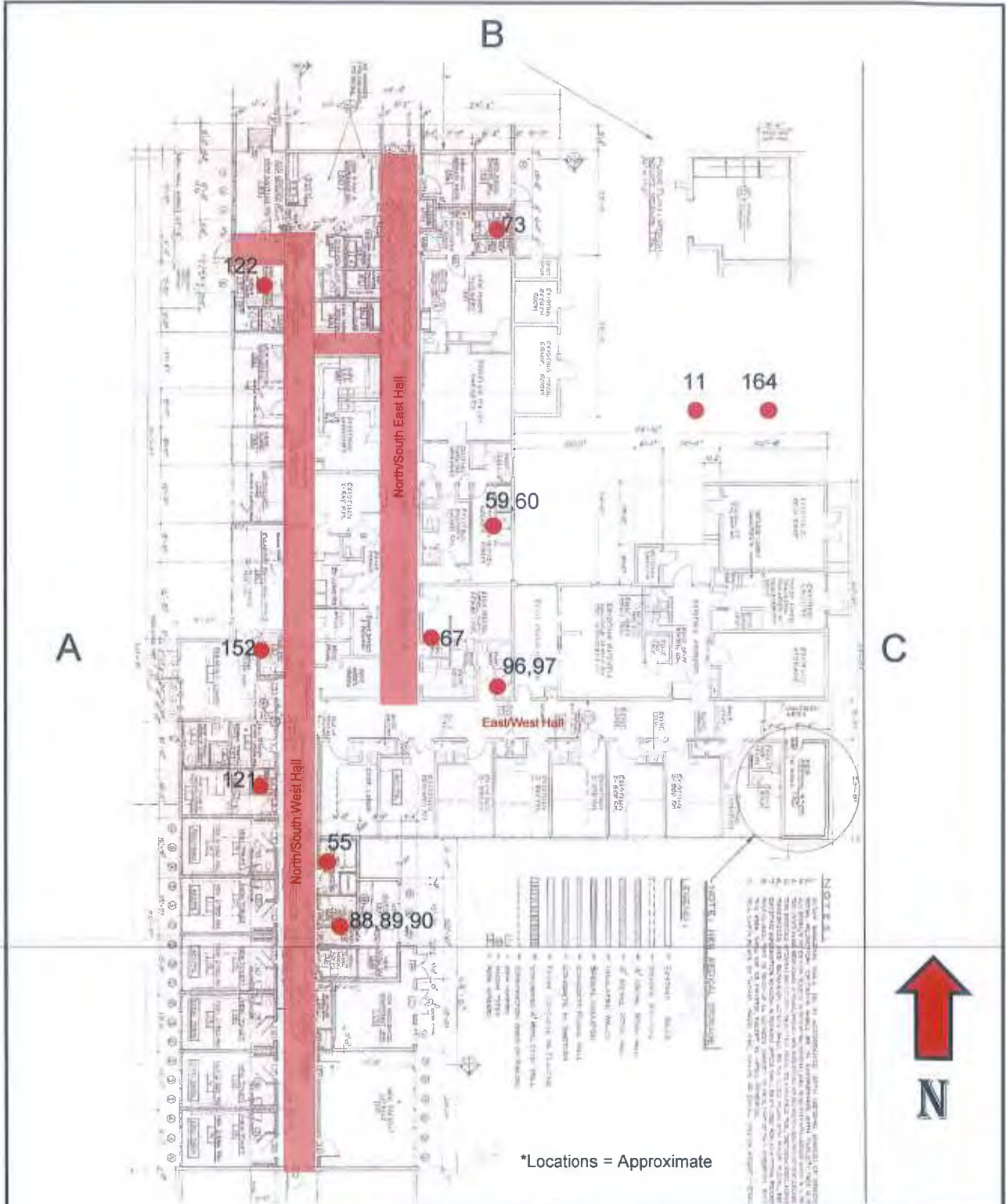


- = 9"x9" VFT/M (Multiple Colors)
- = 12"x12" VFT/M (Several Colors)
- = Terrazzo Flooring
- = Carpet – Mostly over Concrete

Sampled 3/24-26/2021



<p>GDC Project No. EN8119</p> <p>Asbestos Flooring Distribution</p> <p>Map</p> <p>Mono County Old Hospital</p> <p>Locations and Amounts appx. to scale</p>
--



A

B

C



Sampled 3/24-26/2021

GDC Project No. EN8119

**XRF Positive Lead Sample
Location Map
Mono County Old Hospital**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Public Works

TIME REQUIRED

SUBJECT Contract for the Provision of
Custodial and Campground
Management Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Agreement Between County of Mono and Jessica Coronado for the Provision of Custodial and Campground Management Services.

RECOMMENDED ACTION:

Approve and authorize Public Works Director to sign the Agreement Between County of Mono and Jessica Coronado for the Provision of Custodial and Campground Management Services for the period November 1, 2022 through June 30, 2025 and a not-to-exceed amount of \$131,720 per fiscal year.

FISCAL IMPACT:

This contract is for an annual amount of \$131,720. This amount is an increase of \$8,206 (6.3%) over the previous contract annual amount of \$123,514. This increase affects the General Fund facility budget, a portion of which is reimbursed by the County's cost plan, and the Campground Enterprise fund which receives fees for campsite rentals.

CONTACT NAME: Jason Davenport

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

SEND COPIES TO:

Jason Davenport

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report Custodial Jessica Coronado
<input type="checkbox"/> Attachment A: Contract
<input type="checkbox"/> Attachment B: Bid / Fee Schedule

History

Time	Who	Approval
10/19/2022 2:06 PM	County Counsel	Yes
10/26/2022 3:53 PM	Finance	Yes
10/28/2022 9:41 AM	County Administrative Office	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

To: Honorable Chair and Members of the Board of Supervisors

From: Jason Davenport, Facilities Division

Date: 11-01-2022

Re: Contract for the Provisions of Custodial and Campground Management Services with Jessica Coronado Custodial Services

Recommended Action:

Approve and authorize Public Works Director to sign the Agreement Between County of Mono And Jessica Coronado for the Provision of Custodial and Campground Management Services for the period November 1, 2022 through June 30, 2025 and a not-to-exceed amount of \$131,720 per fiscal year.

Fiscal Impact:

This contract is for an annual amount of \$131,720. This amount is an increase of \$8,206 (6.3%) over the previous contract annual amount of \$123,514. This increase affects the Custodial Management fund and the Campground Management fund which are both funded by the General Fund.

Discussion:

The present contract for Custodial and Campground Management services is with Baxter's Janitorial Services. Don Baxter is retiring October 30, 2022, and the County needs a new contract in place by November 1, 2022. The contract was posted to the County Bid Website, Mammoth Times, and the Record Courier. Interest was shown by multiple individuals however only one acceptable bid was recorded by the deadline. Upon review of the bid and interview of bidder we are pleased to offer this contract reward to Jessica Coronado.

We have prepared the Contract for the Provisions of Custodial and Campground Management Services with Jessica Coronado Custodial Services for the period from November 1, 2022 through June 30, 2025 with a not-to-exceed amount of \$131,720 per fiscal year.

All insurance and business license requirements will be in place prior to initiation of contract.

Attachment:

Attachment A – Contract for the Provisions of Custodial and Campground Management Services
Attachment B – Bid / Fee Schedule

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

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of custodial and campground management of Jessica Coronado (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

- Exhibit 1: General Conditions (Construction)**
- Exhibit 2: Prevailing Wages**
- Exhibit 3: Bond Requirements**
- Exhibit 4: Invoicing, Payment, and Retention**
- Exhibit 5: Trenching Requirements**
- Exhibit 6: 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 November 1 2022, to June 30 2025, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$CLICK HERE TO ENTER TEXT, not to exceed \$CLICK HERE TO ENTER TEXT in any twelve-month period, plus (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 County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs,

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

8. INSURANCE

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

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

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.
- Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
- Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

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

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

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

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

(7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

(9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

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

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

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

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

9. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 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.

10. 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 12 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.

11. 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.

12. 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.

13. ASSIGNMENT

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

14. DEFAULT

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

15. 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.

16. CONFIDENTIALITY

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

17. 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.

18. POST-AGREEMENT COVENANT

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

litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

19. SEVERABILITY

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

20. FUNDING LIMITATION

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

21. 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.

22. 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:

Department of Public Works
Post Office Box 457
Bridgeport, CA 93517
jdavenport@mono.ca.gov

Contractor:

Jessica Coronado
221 Port Pl
Dayton NV, 89403
Nevadagirl8181@yahoo.com

23. COUNTERPARTS

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

24. ENTIRE AGREEMENT


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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By:  _____

Title: _____

Title: Owner _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

 _____

Oct 26, 2022

County Counsel

APPROVED BY RISK MANAGEMENT:

 _____

Oct 26, 2022

Risk Manager

ATTACHMENT A

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

TERM:

FROM: 11/01/2022

TO: 06/30/2025

SCOPE OF WORK:

SCOPE OF WORK:

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

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

I. CUSTODIAL SERVICES:

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

II. CAMPGROUND MANAGEMENT SERVICES: (OPTION)

- A. Seasonal management of the County's Lundy Lake Campground consists of collecting fees, providing custodial services at campground restrooms, and furnishing a campground host. Host responsibilities include verifying that overnight camping fees are paid, ensuring that restrooms are properly supplied, and notifying campers of campground rules and policies, and notifying Public Works staff of operational problems or necessary maintenance or repairs.
- Handling of overnight camping fees by the host is prohibited; guests are required to deposit fees in secured self-service fee boxes and Contractor will be responsible for collecting and transporting fee envelopes to Public Works.

III. MISCELLANEOUS PROVISIONS:

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

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

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

SITE LOCATIONS & DESCRIPTIONS:

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

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

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

SUPPLIES AND EQUIPMENT:

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

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

SITE ACCESS AND USE OF PREMISES:

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

DAMAGE TO FACILITIES:

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

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCHEDULE OF FEES:

CLICK HERE TO ENTER TEXT

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

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

Custodial and Campground Management Services

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

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

Seasonal Tasks (Months are from the 16th of a month to the 15th of the following month)				
Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
20	Bridgeport Ballfield Restroom	7	75.00	525.00
21	Bridgeport Marina Restroom	7	150.00	1,050.00
22	June Lake Ballfield Restroom	7	55.00	385.00
23	Crowley Park	7	162.00	1,134.00
24	Crowley Skate Park	7	162.00	1,134.00
25	Crowley Ballfield	7	162.00	1,134.00
SEASONAL TASK TOTAL				5,362.00
Optional Tasks / Seasonal from April 16th thru November 15th (Months are from the 16th of a month to the 15th of the following month)				
Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
26	Lundy Campground Mgmt.	7	1,000.00	7,000.00
27	Lundy Dam Vault Toilet	7	150.00	1,050.00
OPTIONAL TASK TOTAL				8,050.00
Custodial Services - Mono County				
YEAR-ROUND TASK TOTAL				118,308.00
SEASONAL TASK TOTAL				5362.00
OPTIONAL TASK TOTAL				8,050.00
TOTAL BID AMOUNT FOR CUSTODIAL AND SNOW REMOVAL SERVICES				131,720.00
CONTRACTOR SELECTED IS BASED ON TOTAL BID AMOUNT INCLUDING ALL OPTIONS Mono County reserves the right exclude bid options during award				

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

Custodial and Campground Management Services

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

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

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

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

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

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

Custodial Services - Mono County

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

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Proposed Amendment to Mammoth
Community Water District's Conflict of
Interest Code

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

All local government agencies, including special districts, are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. The last conflict-of-interest code for the Mammoth Community Water District was adopted by their Board of Directors on July 19, 2018 and was due for an update to account for recent changes in some staff job duties and practices. The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for the County and all agencies in the county, including the Mammoth Community Water District, and must approve their code for it to take effect.

RECOMMENDED ACTION:

Approve the new Conflict of Interest Code adopted by the Mammoth Community Water District.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Proposed COI](#)

History

Time	Who	Approval
10/14/2022 11:06 AM	County Counsel	Yes
10/13/2022 3:01 PM	Finance	Yes
10/28/2022 9:41 AM	County Administrative Office	Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

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

*Scheereen Dedman
Clerk-Recorder-Registrar*

*Queenie Barnard
Assistant Clerk-Recorder-Registrar*

To: Honorable Board of Supervisors
From: Scheereen Dedman, Clerk of the Board
Date: November 1, 2022

Subject

Proposed Amendment to Mammoth Community Water District's Conflict of Interest Code

Recommended Action

Approve the new Conflict of Interest Code adopted by the Mammoth Community Water District.

Discussion

All local government agencies, including special districts, are required by state law (Government Code section 81000 *et seq.*) to adopt their own conflict-of-interest codes and to review such codes once every two years. The last conflict-of-interest code for the Mammoth Community Water District was adopted by their Board of Directors on July 19, 2018 and was due for an update to account for recent changes in some staff job duties and practices. Such codes and amendments thereto are not effective, however, until duly approved by the "code-reviewing body." The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for the County and all agencies in the county, including the Mammoth Community Water District.

The revised conflict of interest code incorporates changes to Mammoth Community Water District staff position duties and practices since the amendment adopting the 2018 code. The Board of Directors adopted the revised code on August 18, 2022. The code as adopted by the Board of Directors has been reviewed by County Counsel and complies with all applicable statutory requirements. Accordingly, I recommend Board approval.

Fiscal Impact

None.

MAMMOTH COMMUNITY WATER DISTRICT
CONFLICT OF INTEREST CODE

Adopted: August 18, 2022

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, Section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code. This regulation can be incorporated by reference into any agency's code without publication in full within the code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of that regulation, Title 2, section 18730 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission from time to time are hereby incorporated by reference in full into this code and will be applied in accordance with the provisions existing on the date that any issue arising under this code adopted by the Mammoth Community Water District Board of Directors must be addressed. This cover page, the referenced and incorporated FPPC regulation, and the Appendix, which is attached hereto and incorporated herein, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Mammoth Community Water District.

Recognizing that different employees have different levels of authority and responsibility, the Appendix to this Conflict of Interest Code establishes three categories of disclosure under which employees are designated based on the scope of their decision making authority. Employees with no significant decision making responsibility are classified as exempt, and are not required to file reports under this Code.

Non-exempt District employees and officers listed in the attached Appendix are designated as persons who are deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest. Consultants are also subject to the disclosure requirements of this Conflict of Interest Code if they are in a position to make decisions, or influence decisions, that could have an effect on their financial interest.

MAMMOTH COMMUNITY WATER DISTRICT
CONFLICT OF INTEREST CODE

APPENDIX OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

Designated Positions. The officers and employees listed below are designated as persons who are deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest. Persons holding designated positions listed below will disclose interests and investments in accordance with the corresponding disclosure categories as defined below.

<u>Designated Position</u>	<u>Disclosure Categories</u>
District Engineer	1
Human Resources Manager	3
Information Services Manager	3
Purchasing Agent	3
Operations Superintendent	2
Maintenance Superintendent	2
Principal Analyst	3
Senior Analyst	3
District Counsel	1
Consultants ¹	1

Officials Who Manage Public Investments. Officials who manage public investments are deemed to be “statutory filers” within the meaning of Government Code Section 87200 and California Code of Regulations, Title 2, section 18720 because they must file statements of economic interest (FPPC Form 700) pursuant to the state Political Reform Act instead of the District’s Conflict of Interest Code. The District’s statutory filers are: Members of the Board of Directors, General Manager/Board Secretary and Finance Director/Board Treasurer. As a result, such persons are not designated in this code and are listed here for information only. An individual holding one of the above-listed positions may contact the Fair Political Practices Commission (“FPPC”) for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether or not a position is covered by Government Code Section 87200.

¹ Unless the General Manager determines in writing that narrower disclosure is permitted in accordance with the standards provided on page 2 of this Appendix under the heading “Consultants.”

Disclosure Categories. The District’s disclosure categories are defined as follows:

Category 1- Full Disclosure: All persons in this disclosure category will disclose all interests in real property within two miles of the District’s boundaries, as well as all investments, business positions in business entities and sources of income, including receipt of gifts, loans and travel payments, from all sources.

Category 2 – Employees with Significant Contracting and Policy Authority, But Without Authority Over Acquisition of Interests in Real Property: All persons in this disclosure category will disclose all investments, business positions in business entities and sources of income, including receipt of gifts, loans and travel payments, in or from all sources that provide goods, equipment or services, including training or consulting services, of the type utilized by the District.

Category 3 – Employees with Specific Contracting or Policy Authority or Who Participate in Making Specific Contracts or Policies: All positions in this category will disclose all investments, business positions in business entities and sources of income, including the receipt of gifts, loans and travel payments, in or from all sources that provide services and supplies of the type utilized by the department or programs administered or managed by the designated position.

Consultants. “Consultant” means an individual who, pursuant to a contract with the District, either: (A) Makes a governmental decision whether to: (1) approve a rate, rule, or regulation; (2) adopt or enforce a law; (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (4) authorize the District to enter into, modify, or renew a contract provided it is the type of contract that requires District approval; (5) grant District approval to a contract that requires District approval and to which the District is a party, or to the specifications for such a contract; (6) grant District approval to a plan, design, report, study, or similar item; or (7) adopt or grant District approval of policies, standards, or guidelines for the District, or for any subdivision thereof; or (B) Serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in California Code of Regulations, Title 2, Section 18702.2 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District’s conflict of interest code under Government Code Section 87302. (See 2 CCR 18701(a)(2).)²

“Consultants” are included in the list of designated positions and must disclose interests and investments in accordance with the broadest disclosure category in the District’s conflict of

² A consultant serves in a staff capacity only if he or she has an on-going relationship with the District. A consultant who works on one project or a limited range of projects for the District is not deemed a consultant subject to the reporting requirements of this code unless the project or projects extend over a substantial period of time, generally more than one year. (See *Smith* Advice Letter, FPPC No. I-99-316; *Travis* Advice Letter, FPPC No. A-96-053; *Randolph* Advice Letter, FPPC No. A-95-045.)

interest code, subject to the following limitation: The General Manager may determine in writing that a particular consultant, although a “consultant” and “designated position,” nevertheless is hired or retained to perform a range of duties that is limited in scope and therefore is not required to comply with any or some of the disclosure requirements described in this section. The General Manager’s written determination will include a description of the consultant’s duties, and, based on that description, a statement of the extent of disclosure requirements. The written determination is a public record and will be retained for public inspection in the same manner and location as the District’s conflict of interest code as required by Government Code Section 81008.

New Position Added or New Consultant Hired Without Code Revision. If the District creates a new position that requires disclosure under this code without simultaneously amending the code, the employee appointed to fill such a position will file a Form 700 Assuming Office Statement and thereafter file annual Form 700 Disclosure of Economic Interest Statements using the broadest disclosure category until the District amends the code to designate the position and, if warranted, to authorize more narrow disclosure for the position. Alternatively, the General Manager may designate for any such position or consultant narrower disclosure obligations using a FPPC Form 804 (New Hire) or Form 805 (New Consultant) as appropriate. (See 2 CCR 18734.)

Filing of Form 700 Statements of Economic Interest. Persons holding designated positions shall file statements of economic interests with the Executive Assistant, who is the District’s code filing officer. The Executive Assistant will retain all Forms 700 filed for the retention period provided in the District’s records management policy and will, upon request, make filed statements of economic interests available for public inspection and reproduction in accordance with Government Code Section 81008. The Executive Assistant also shall file copies of all statements of economic interest with the County of Mono.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: CAO, Finance

TIME REQUIRED

SUBJECT FY2021-22 Budget Close Out

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

During the year-end process of closing the accounting records, approval from the Board of Supervisors is required when budgeted appropriations are estimated insufficient to cover actual spending incurred by County Departments and where other administrative remedies to reallocate budgeted amounts within budget units are not available or inefficient to do so.

RECOMMENDED ACTION:

Approve and direct the Mono County Budget Officer to make the FY 2021-2022 year-end budget clean-up adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

FISCAL IMPACT:

The requested increases to appropriations are covered by surplus revenues, budget savings offered by other budget units, or carryover balance.

CONTACT NAME: Megan Chapman

PHONE/EMAIL: 760-924-1836 / mchapman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval

10/26/2022 2:34 PM	County Counsel	Yes
10/26/2022 2:34 PM	Finance	Yes
10/28/2022 9:41 AM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO**
Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

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BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

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Bryan Bullock

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CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Interim Milan Salva

PROBATION

Karin Humiston

PUBLIC HEALTH

Interim Kathy Peterson

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Honorable Board of Supervisors
From: County Budget Officer, Megan M. Chapman
Date: November 1, 2022
Re: FY 2021-22 Year-End Budget Clean Up

Recommended Action

Approve, and authorize the County Budget Officer to make the FY 2021-22 year-end cleanup budget adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

Discussion

During the year-end process of closing the accounting records, occasionally unanticipated transactions will create situations where total budgeted appropriations by an individual budget unit is not sufficient to cover total expenditures incurred for the fiscal year. Attachment A is a listing of the individual budget units that require a budget adjustment and a brief explanation as to why. Where actual spending exceeds budgeted appropriations, adjustments are first offset by any unspent appropriation within a department, if available, then unspent appropriations within the General Fund or with fund balance if applicable to non-General Fund budget units.

This agenda item is to request your Board's approval of the budget adjustments as shown in Attachment A. The County Budget Act requires a 4/5ths approval of your Board.

ATTACHMENT A
FY 2021-22 Year-end Budget Adjustments

Fund	Budget Unit	Adjustments to:			Explanation
		Revenues	Expenditures	Fund Balance	
100: General Fund					
	Animal Services (100-27-205)	\$0	\$20,098	\$0	Expenditures over budgeted appropriations in vehicle fuel costs and motor pool costs due to an increase in miles driven which was not budgeted.
	Board of Supervisors (100-12-010)	\$0	\$5,727	\$0	Expenditures over budgeted appropriations in salaries and benefits due to unbudgeted adjustment from salary survey.
	County Administration (100-11-020)	\$0	\$65,837	\$0	Expenditures over budgeted appropriations in contract services and consulting services due to additional need for outside services from understaffing and staffing adjustments.
	District Attorney (100-21-430)	\$0	\$114,255	\$0	Expenditures over budgeted appropriations in civic center rent and salaries due to inaccurate projection of spread of expenditures between DA operating budget and grants for offsetting costs.
	Elections (100-15-181)	\$0	\$5,292	\$0	Expenditures over budgeted appropriations due to needed technology and office expenditures for last election.
	Emergency Medical Services (100-42-855)	\$0	\$210,078	\$0	Expenditures over budgeted appropriations in overtime and employee benefits as well as motor pool due to staffing changes and inaccurate projection of mileage.
	Economic Development (100-19-190)	\$0	\$36,075	\$0	Expenditures over budgeted appropriations due to payout for PTO accruals.
	Facilities (100-17-729)	\$0	\$36,573	\$0	Expenditures over budgeted appropriations in utilities due market increases.
	Information Technology (100-17-150)	\$0	\$13,654	\$0	Expenditures over budgeted appropriations due to payout for PTO accruals.
	Emergency Services Grant (100-27-465)	\$832	\$832	\$0	Expenditures over budgeted appropriations for equipment, this is offset by revenue increase from grant funds.
	Probation / Juvenile Probation (100-23-520) (100-23-500)	\$0	\$121,111	\$0	Expenditures over budgeted appropriations due to inaccurate projection of spread of expenditures between Probation operating budget and grants for offsetting costs.
	Jail (100-23-460)	\$0	(\$477,476)	\$0	This is a reduction of budgeted appropriations that were not used in the Jail budget unit.
	Public Defender (100-21-076)	\$0	(\$151,224)	\$0	This is a reduction of budgeted appropriations that were not used in the Public Defender budget unit.
	General Fund Total	\$832	\$832	\$0	

Fund	Adjustments to:			
	Revenues	Expenditures	Fund Balance	
116: State Fed Program Advances	\$78,485	\$44,557	\$33,928	Federal public assistance came in above budgeted revenues and was used on Program expenditures.
131: Public Health Education: Tobacco	\$436,058	\$179,950	\$256,108	Grant cycle ended. Moving special revenue funds to operating fund to cover expenses and close out grant period.
135: Prop 99 Public Health Education	\$40,968	\$259,007	(\$218,039)	Grant cycle ended. Moving special revenue funds to operating fund to cover expenses and close out grant period.
136: Prop 56 Health Education	\$37,500	\$16,799	\$20,701	Grant cycle ended. Moving special revenue funds to operating fund to cover expenses and close out grant period.
164: Zones of Benefit		\$20,724	(\$20,724)	Expenditures above budget on needed Building/Land Maint & Repair.
180: Road		\$145,269	(\$145,269)	Vehicle fuel, utility and motor pool expenditures were above budgeted expenditures due to market increases.
652: Insurance ISF		\$146,760	(\$146,760)	Expenditures on dental claims came in above budgeted expenditures due to internal reworking of program.
Non-General Fund Total	\$593,011	\$813,066	(\$220,055)	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Clerk of the Board, Sponsored by Supervisor Corless

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT State of California Wildlife
Conservation Board Agenda Item:
Project for consideration in Mono
County

AGENDA DESCRIPTION:

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

Read and discuss letter regarding an agenda item for State of California Wildlife Conservation Board on November 15, 2022, for a Project Consideration in Mono County, Mammoth 395 Wildlife Crossing Plan (Project ID: 2021183).

RECOMMENDED ACTION:

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Letter](#)

History

Time	Who	Approval
10/26/2022 12:09 PM	County Counsel	Yes
10/26/2022 3:54 PM	Finance	Yes
10/28/2022 10:19 AM	County Administrative Office	Yes



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Mono County Board of Supervisors
PO Box 715
Bridgeport, CA 93517
BOS@mono.ca.gov

10/19/2022

PROJECT FOR CONSIDERATION IN MONO COUNTY

Dear Board Members:

The Wildlife Conservation Board (WCB), in addition to other responsibilities, carries out a program that includes the enhancement or restoration of fish and wildlife habitat, as well as the development of public access facilities for hunting, fishing or other wildlife-oriented recreational uses.

WCB proposes to consider the allocation of funds for a grant to a project in Mono County at the next scheduled Board meeting on November 15, 2022. The project below is listed on the Preliminary Agenda, available for your review at www.wcb.ca.gov under News and Announcements.

- Mammoth 395 Wildlife Crossing Planning (Project ID: 2021183)

A more complete description of the project will be contained in the final meeting Agenda, which will be available at www.wcb.ca.gov ten days prior to the Board meeting.

If you have any questions or need additional information, please feel free to contact me at (916) 205-4730.

Sincerely,

DocuSigned by:

FFB2B729029842B...

John P. Donnelly
Executive Director

Mono County Board of Supervisors
Project for Consideration by WCB
Page Two

Enclosure(s)

ec: The Honorable Andreas Borgeas
andreas.borgeas@sen.ca.gov

The Honorable Frank Bigelow
frank.bigelow@asm.ca.gov

Heidi Calvert, Regional Manager
CDFW, Inland Deserts Region (6)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Community Development Department

TIME REQUIRED PUBLIC HEARING: 9:00 AM (15 minutes) **PERSONS APPEARING BEFORE THE BOARD** Tom Perry, Community Development

SUBJECT PUBLIC HEARING: Electric Vehicle Charging Station Permit Expediting Ordinance

AGENDA DESCRIPTION:

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

Proposed ordinance for an expedited, streamlined permit process for electric vehicle charging stations.

RECOMMENDED ACTION:

1) Conduct the public hearing; 2) Introduce, read title, and waive further reading of the proposed ordinance to adopt an expedited, streamlined permitting process for electric vehicle charging stations; 3) Find that the project qualifies as a Categorical Exemption under CEQA Sections 15303(d) and (e); 4) Direct staff to bring back the ordinance, with any modifications, at the next meeting for a second reading and adoption.

FISCAL IMPACT:

None.

CONTACT NAME: Tom Perry

PHONE/EMAIL: (760) 965-3635 / tperry@mono.ca.gov

SEND COPIES TO:

County Counsel, Community Development

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
EVCS Staff Report
EVCS Ordinance
EVCS Checklist
Hearing Notice

History

Time	Who	Approval
10/21/2022 12:21 PM	County Counsel	Yes
10/26/2022 4:04 PM	Finance	Yes
10/28/2022 9:42 AM	County Administrative Office	Yes

Mono County Community Development Department

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

BUILDING DIVISION

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

Date: November 1, 2022

To: **Honorable Chair and Members of the Board of Supervisors**

From: Tom Perry, Building Official
Kelly Karl, Associate Planner

Re: **Public Hearing on the Adoption of Ordinance 22-___ setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7.**

RECOMMENDATION

1. Conduct a public hearing on the adoption of Ordinance 22-___ amending chapter 15.04 section 210 and adding section 230 of the Mono County Code.
2. Introduce, read title, and waive further reading of a proposed ordinance to adopt an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7.
3. Find that the project qualifies as a Categorical Exemption under CEQA guideline section 15061(b)(3) and instruct staff to file a Notice of Exemption.
4. Direct staff to make changes or modifications to Ordinance 22-___ in response to Public Hearing, Board of Supervisors and County Council Input.
5. Amended Ordinance 22-___ will be brought back before the Board of Supervisors on Tuesday, November 1, 2022, for adoption or further direction.

FISCAL IMPACT

No fiscal impacts are anticipated.

BACKGROUND

Assembly Bill 1236 amended Government Code Section 65850.7 to require jurisdictions with a population of less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. The ordinance shall include the requirement that a jurisdiction adopt a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review.

This process includes the establishment of a checklist containing objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, if ventilation is or is not required, and clearances of the charging

equipment to comply with all applicable building and fire safety laws. The checklist also assists the applicant in confirming that the location of the electric vehicle supply equipment will comply with any vehicle clearance requirements in the County's Zoning Ordinance. Section 65850.7 requires that the County's checklist may be based on the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" of the Governor's Office of Planning and Research.

CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

The adoption of the proposed ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15061(b)(3) (Common Sense Exemption) because it can be seen with certainty that the implementation of the ordinance will not have a significant environmental effect in that the ordinance is required by state law and facilities construction of small structures that will help the state meet its greenhouse gas emission reduction targets, and none of the circumstances in the CEQA Guidelines Section 15300.2 applies.

DISCUSSION

The attached Ordinance 22__ amending chapter 15.04 section 210 and adding section 230 of the Mono County Code meets the following requirements:

In 2015, the State of California adopted Assembly Bill 1236 (2015, Chiu, Codified as Government Code Section 65850.7), which requires local jurisdictions with a population less than 200,000 residents to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations on or before September 30, 2017. An electric vehicle charging station is any level of electric vehicle supply equipment station which deliver electricity from a source outside an electric vehicle into a plug-in electric vehicle. AB 1236 may refer to the recommendations in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research.

For more information on technical code questions, please call Tom Perry at (760) 937-5939.

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

ATTACHMENTS

1. Exhibit A Ordinance Text
2. Exhibit B EVCS Checklist
3. Exhibit C Notice of Public Hearing



ORDINANCE NO. ORD 22-___

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING
CHAPTER 15.04 SECTION 210 AND ADDING SECTION 300 OF THE MONO COUNTY
CODE SETTING FORTH PROCEDURES FOR EXPEDITING PERMIT PROCESSING
FOR ELECTRIC VEHICLE CHARGING STATIONS**

WHEREAS, the State of California and the County of Mono has consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, the State of California adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging stations (EVCS); and

WHEREAS, creation of an expedited, streamlined permitting process for EVCS would facilitate convenient charging of electric vehicles and help reduce Mono County's reliance on environmentally damaging fossil fuels; and

WHEREAS, this ordinance shall be consistent with Mono County's Resource Efficiency Plan (REP) and Regional Transportation Plan (RTP); and

WHEREAS, Assembly Bill 1236 requires Mono County to administratively approve an application for EVCS through the issuance of a building permit or similar nondiscretionary permit and limits the review of EVCS applications to health and safety requirements of local, state, and federal law; and

WHEREAS, Mono County's fire protection districts have been consulted with regard to this ordinance as required by section (g)(1) of Assembly Bill 1236.

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

SECTION 1. TITLE AND AUTHORITY

This Ordinance shall be known as the County of Mono Electric Vehicle Charging Station Permit Expediting Ordinance. The section is enacted pursuant to Government Code section 65850.7 as established by Assembly Bill 1236.

1 **SECTION 2.** Chapter 15.04 of the County of Mono County Code is hereby amended
2 by renumbering existing Section 15.04.210 to be Section 15.04.300, and adding a new Section
3 15.04.210, as shown in the attached Exhibit A. No other changes to the County of Mono
4 County Code are proposed hereby.

5 **SECTION 3.** If any section, subsection, sentence, clause, or phrase of this Ordinance is
6 for any reason held to be invalid or unconstitutional by a decision of any court of any
7 competent jurisdiction, such decision shall not affect the validity of the remaining portions of
8 this Ordinance. The Mono County Board of Supervisors hereby declares that it would have
9 passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not
10 declared invalid or unconstitutional without regard to whether any portion of the Ordinance
11 would be subsequently declared invalid or unconstitutional.

12 **SECTION 4.** The adoption of this Ordinance is exempt from review under the
13 California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15061(b)(3)
14 (Common Sense Exemption) because it can be seen with certainty that the implementation of
15 the Ordinance will not have a significant environmental effect in that the Ordinance is
16 required by state law and facilities construction of small structures that will help the state
17 meet its greenhouse gas emission reduction targets, and none of the circumstances in the
18 CEQA Guidelines Section 15300.2 applies.

19 **SECTION 5.** This Ordinance shall become effective 30 days from the date of its
20 adoption and final passage following a public hearing to be held pursuant to Government
21 Code Sections 50022.2 et seq. The Clerk of the Board of Supervisors shall post this Ordinance
22 and also publish the Ordinance or a summary thereof in the manner prescribed by
23 Government Code section 25124 no later than 15 days after the date of this ordinance's
24 adoption and final passage. If the Clerk fails to so publish this Ordinance or a summary
25 thereof within said 15 day-period, then the Ordinance shall not take effect until 30 days after
26 the date of publication.

27 **PASSED, APPROVED and ADOPTED** this ____ day of ____, 2022, by the following
28 vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Mono County Community Development

Building Division

PO Box 3569
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
Inspection hotline: 760-924-1827
commdev@mono.ca.gov

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

Electric Vehicle Charging Station Permit Eligibility Checklist for Expedited Electric Vehicle Charging Station Permit

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment / Charging Stations (EVSE / EVCS) as a supplement to the application for a building permit. This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon completion and approval of this checklist, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification, up to and including a conditional use permit, will be required before a permit can be issued.

This checklist substantially follows the *“Plug-In Electric Vehicle Infrastructure Permitting Checklist”* contained in the *Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook”* and is purposed to augment the guidebook’s checklist.

Where electric vehicle charging stations (EVCS) are provided, EVCS shall be provided in accordance with [Section 11B-228.3](#) of the California Building Code.

Job Address & APN:	Permit No. (Completed by Building Division)
<input type="checkbox"/> Single-Family <input type="checkbox"/> Multi-Family (Apartment) <input type="checkbox"/> Multi-Family (Condominium) <input type="checkbox"/> Commercial (Single Business) <input type="checkbox"/> Commercial (Multi-Businesses) <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Public Right-of-Way	
Location and Number of EVSE to be Installed: Garage _____ Parking Level(s) _____ Parking Lot _____ Street Curb _____	

Description of Work:

Applicant Phone & email:

Applicant Name:

Applicant Phone & email

Contractor Name:	License Number & Type: Mono County Business License Number:
------------------	--

Contractor Phone & email:

Owner Name:

Owner Phone & email:

EVSE Charging Level: Level 1 (120V) Level 2 (240V) Level 3 (480V)

Maximum Rating (Nameplate) of EV Service Equipment = _____ kW

Voltage EVSE = _____ V	Manufacturer of EVSE: _____
------------------------	-----------------------------

Mounting of EVSE: Wall Mount Pole Pedestal Mount Other _____

System Voltage:
 120/240V, 1 ϕ , 3W 120/208V, 3 ϕ , 4W 120/240V, 3 ϕ , 4W
 277/480V, 3 ϕ , 4W Other _____

Rating of Existing Main Electrical Service Equipment = _____ Amperes

Rating of Panel Supplying EVSE (if not directly from Main Service) = _____ Amps

Rating of Circuit for EVSE: _____ Amps / _____ Poles

AIC Rating of EVSE Circuit Breaker (if not Single Family, 400A) = _____ A.I.C.
(or verify with Inspector in field)

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:

- Connected Load of Existing Panel Supplying EVSE = _____ Amps

- Calculated Load of Existing Panel Supplying EVSE = _____ Amps

- Demand Load of Existing Panel or Service Supplying EVSE = _____ Amps
(Provide Demand Load Reading from Electric Utility)

Total Load (Existing plus EVSE Load) = _____ Amps

For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the “Single-Family Residential Permitting Application Example” in the Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook” <https://www.opr.ca.gov>

EVSE Rating _____ Amps x 1.25 = _____ Amps = Minimum Ampacity of
EVSE Conductor = # _____ AWG

For Single-Family: Size of Existing Service Conductors = # _____ AWG or kcmil
- or - : Size of Existing Feeder Conductor
Supplying EVSE Panel = # _____ AWG or kcmil
(or Verify with Inspector in field)

Mono County Dark Sky Ordinance:

In order to protect the County’s night sky resource, the County encourages applicants to comply with Mono County General Plan, Land Use Element, Chapter 23, Dark Sky Regulations by utilizing downward directed and shielded lighting and avoiding internal backlighting (including neon tubing) for proposed projects. Dark sky compliant lighting is a simple design feature that can be implemented with minimal expense, complication, and without impact to the project timeline.

Attestation:

I hereby acknowledge that the information presented is a true and correct representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.

Signature of Permit Applicant: _____ Date: _____

Items required: Equipment model, manufacturer and rating. Wire and conduit size. Equipment grounding

EVSE SITE PLAN

Site plan for Electric Vehicle Service Equipment

Items required: Location of EVSE, Structures, Electrical circuits and equipment, Parking if used for vehicle charging, property lines with setback measurements shown in feet.

MONO COUNTY PLANNING COMMISSION

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

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

October 13, 2022

To: The Sheet

From: Tom Perry

Re: Legal Notice for **October 20** edition

Invoice: Heidi Willson, PO Box 347, Mammoth Lakes, CA 93546

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that Mono County Board of Supervisors will conduct a public hearing **November 1, 2022**. As authorized by AB 361, Mono County has declared a state of emergency, local officials have recommended or imposed measures to promote social distancing, and the legislative body has made such findings; therefore the meeting will be accessible remotely by livecast at: <https://zoom.us/join> (**Zoom Webinar ID: 844 2236 1795**) or in-person at the Board Chambers, 2nd floor, County Courthouse, Bridgeport, CA, 93517 or via Teleconference Location at the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA, 93546 where members of the public shall have the right to observe and offer public comment, to consider the following: **9:00 am - Proposal for an expedited streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7**. The ordinance provides for an expedited, streamlined process for permitting electric vehicle charging stations and adopts a checklist of requirements for an expedited review. The checklist contains objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. The California Environmental Quality Assessment (CEQA) proposed for the project is that the project qualifies as a Categorical Exemption under CEQA guideline sections 15303 (d) and (e). Agenda packet can be found online: <https://monocounty.ca.gov/bos/page/board-supervisors-167> and hard copies are available for the cost of reproduction by calling 760-924-1800. INTERESTED PERSONS are strongly encouraged to attend the livecast meeting online or to attend in-person; and to **submit comments by 8 am on Tuesday, November 1, 2022, to the Mono County Community Development Department, PO Box 347, Mammoth Lakes, CA 93546** or by email at cddcomments@mono.ca.gov or via the livecast meeting (technology permitting). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Clerk of the Board of Supervisors at, or prior to, the public hearing.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Finance, CAO

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Janet Dutcher, Finance Director

SUBJECT Consider Waiver of Voter-Approved Mono County Cannabis Cultivators Tax

AGENDA DESCRIPTION:

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

Cannabis taxation was premised on keeping the tax burden for operators at or below 30%. At the time Mono County adopted its taxing ordinance the produce price was \$800 per pound. Now it has fallen to \$300 or less per pound, increasing the tax burden above the 30% threshold. In response, the state has waived its cultivation tax for a period of three fiscal years. This item is a consideration whether Mono County should likewise waive its cultivation tax or consider other alternatives.

RECOMMENDED ACTION:

Direct staff to return to the Board with an item to temporarily waive the cultivation tax for a period of three fiscal years ending June 30, 2025.

FISCAL IMPACT:

None.

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

History

Time

Who

Approval

10/25/2022 11:57 AM

County Counsel

Yes

10/26/2022 3:56 PM

Finance

Yes

10/28/2022 9:43 AM

County Administrative Office

Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

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

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Date: November 1, 2022

Re: Consider waiver of voter-approved Mono County cannabis cultivators tax

Background:

It is important while considering the request to waive the cultivator portion of the County's cannabis tax to keep in mind that these taxes were approved by the voters in Mono County in 2018.

On February 13, 2018, your Board directed staff to move forward with an ordinance to place a commercial cannabis tax measure on the ballot. The ordinance adopted on March 9, 2018, and added as Ordinance 18-02, Chapter 3.30 to Title 3 of the Mono County Code, reflects these tax policy decisions from your Board, including:

- The County adopted the tax as a general tax having no restriction on its appropriation and making it available for any general governmental purpose.
- The tax applies to the unincorporated area in Mono County and excludes commercial cannabis activities occurring within the jurisdictional limits of the Town of Mammoth Lakes.
- Taxing cultivators is a dollar value per square footage of the canopy.
- Taxing non-cultivators is a percentage of gross receipts.

The table below summarizes the initial and maximum rates by license type.

LICENSE TYPE	METHOD OF TAXATION	INITIAL RATE	MAXIMUM RATE
Cultivator: indoor, artificial lighting	Per square foot of canopy	\$2.00	\$3.00
Cultivator: indoor, mixed lighting		\$1.50	\$2.50
Cultivator: outdoor, natural lighting		\$0.50	\$1.50
Cultivator: nursery		\$0.50	\$1.00
Testing laboratory	Gross receipts	1%	2.5%
Retailer		4%	8%
Distribution		2%	4%
Manufacturing		2.5%	4%

Voters approved Measure D, and the ordinance became effective on July 1, 2018. The Community Development Department accepts and approves an operator's Cannabis Use and

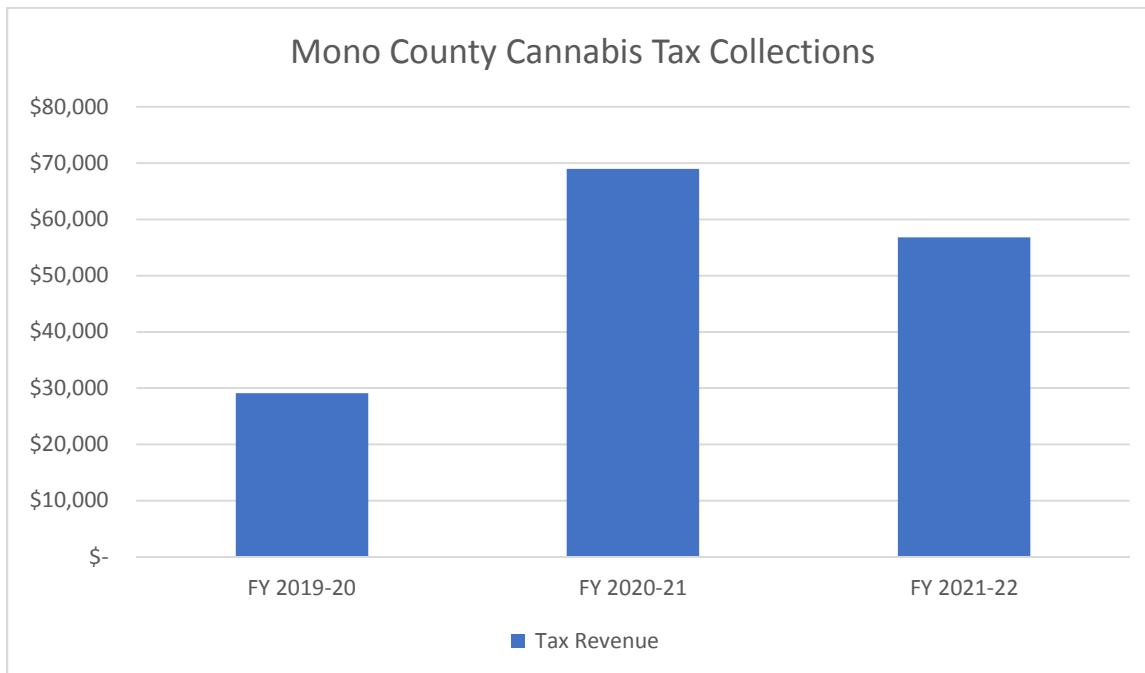
Operation Permit. Once the operating permit is approved, the County assesses the cannabis business tax. It is paid in arrears every quarter by the last day of the month following the close of each calendar quarter, except for cultivators who file quarterly but pay annually.

When setting the County's tax rate, your Board considered balancing these concerns:

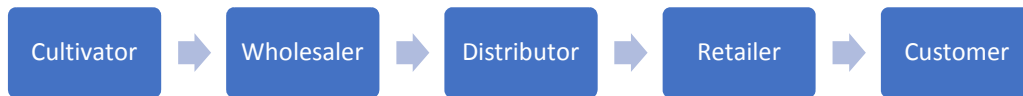
- Set the tax rate high enough to produce sufficient revenues to offset the cost of administering the tax and enforcing the unregulated market.
- Set the tax rate low enough to avoid overtaxing this new and emerging industry.
- Set the tax rate low enough or eliminate it for certain desirable license types or those in short supply in our County. We intentionally set lower tax rates for testing laboratories and distributors.
- Set the tax rate commensurate with adjoining jurisdictions that might have a lower tax rate structure. Your Board aligned our tax rates with those of Mammoth Lakes.
- Set the tax rate so the tax burden combining local and State taxes is not too high because it may lead to an unsustainable cannabis industry in Mono County. Industry experts agree that the maximum cumulative tax burden should not exceed 30 percent.

Discussion:

The following graph shows Mono County cannabis tax collections for the past three fiscal years, mostly received from retail operators:



These local taxes are in addition to the state taxes our operators pay. The state taxing structure is like value-added taxing used by many European countries. The taxes accumulate at each stage of the production cycle. Adding the taxes cumulatively results in a total tax burden for each participant in the production cycle:



Mono County's original local tax burden of 5.73%, when added to the state tax burden of 22.4%, assuming a producer price of \$800 per pound and a retail price of \$4,209, was designed to keep the total tax burden to operators below the 30% threshold, a rate at which many experts believe legal cannabis operations would venture into the illegal market. However, the premise here uses higher market rates than currently. Current prices are so much lower than expected that legal operators cannot compete with the illegal market growers.¹ Note the combined tax burden using the lower market prices generates a tax burden exceeding 30%, at least in the case before the State eliminated their cultivation tax. This, in part, prompted the State legislature to take action. For the subsequent three budget cycles, the State eliminated its cultivation tax and froze the state excise tax at 15%.

With the Mono County cumulative tax calculator from the adoption of our cannabis tax ordinance, we present the recalculated tax burden using today's lower market price but the same methodology from 2018.

Category	Early 2018 - Adopt Tax			Current - Before State Waiver			Current - Post State Waiver			Proposed - Waive Cultivation		
	State Tax	Local Tax	Price ¹	State Tax	Local Tax	Price ¹	State Tax	Local Tax	Price ¹	State Tax	Local Tax	Price ¹
Producer	\$ 203	\$ 8	\$ 800	\$ 200	\$ 8	\$ 300	\$ 52	\$ 8	\$ 300	\$ 52	\$ -	\$ 300
Manufacturing	-	30	1,244	-	15	625	-	11	442	-	10	351
Distributor	-	32	1,649	-	16	829	-	12	586	-	11	573
Retailer	495	132	3,924	249	66	1,973	176	47	1,396	172	46	1,364
Sales Tax	245	39	4,209	123	20	2,116	87	14	1,497	85	14	1,463
Total Taxes	\$ 943	\$ 241		\$ 572	\$ 125		\$ 315	\$ 92		\$ 309	\$ 81	
Tax Burden	22.40%	5.73%	28.13%	27.03%	5.91%	32.94%	21.04%	6.15%	27.19%	21.12%	5.54%	26.66%

¹ Per Pound

Note: Cultivation tax of \$10.08 was eliminated by the State of California with passage of the State Budget for FY 2022-23. But the batch testing fee was not.

This agenda item aims to consider whether the Board should grant a request to waive the Mono County cannabis cultivation tax or whether the Board should consider other alternatives. Alternatives for discussion today include:

1. Do nothing. This leaves the cannabis cultivation tax in its current form.

¹ Koseff, A. (5 July 2022). California cuts cannabis taxes to heal ailing industry. *CalMatters*. Retrieved from: <https://calmatters.org/politics/2022/07/california-cannabis-tax/>

2. Temporarily waive the cannabis cultivation tax for three fiscal years in alignment with the State's cultivation tax waiver.
3. Permanently eliminate the cannabis cultivation tax.
4. Lower the cannabis cultivation tax.

We have not pursued legal considerations pending the results of this discussion. Staff recommends option #2 above.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: CAO

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Establishment of Office of Public Administrator - Public Guardian;
Repeal of Existing Code Sections

AGENDA DESCRIPTION:

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

Proposed ordinance amending the Mono County Code to establish the Office of the Public Administrator - Public Guardian for Mono County; to repeal Chapter 7.91 related to Conservatorships; and unconsolidated the Office of the Public Administrator from the Office of the District of Attorney.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

A ten percent (10%) increase over current salary is proposed for the Department Head (Social Services Director) who assumes Public Administrator/Public Guardian/Public Conservator functions, effective February 15, 2023. Details regarding that cost will accompany a future agenda item to amend the Social Services Director job description, the current Social Services Director's employment agreement and the County's salary matrix.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Ordinance
Ordinance Exhibit A

History

Time	Who	Approval
10/26/2022 12:17 PM	County Counsel	Yes
10/26/2022 3:53 PM	Finance	Yes
10/28/2022 10:10 AM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Robert C. Lawton
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

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Bob Gardner / District 3

VICE CHAIR

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Malinda Huggans

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Interim Milan Salva

PROBATION

Karin Humiston

PUBLIC HEALTH

Interim Kathy Peterson

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors

From: Robert C. Lawton, CAO

Date: November 1, 2022

Re: Ordinance amending the Mono County Code to establish the office of the Public Administrator/Public Guardian; repeal Chapter 7.91 of the Mono County Code related to conservatorships; and separate the office of Public Administrator from the office of the District Attorney

Recommended Action

Introduce, read the title and waive further reading of proposed ordinance. Direct staff to schedule ordinance for adoption at the next regular meeting of the Board of Supervisors.

Strategic Plan Focus Areas Met

- | | |
|---|--|
| <input type="checkbox"/> A Thriving Economy | <input checked="" type="checkbox"/> Safe and Healthy Communities |
| <input type="checkbox"/> Sustainable Public Lands | <input checked="" type="checkbox"/> Workforce & Operational Excellence |

Discussion

Consistent with prior Board direction, Mono County has been moving over the past year towards a consolidation of county functions and offices which will improve service to the public and increase operational efficiencies through the creation of a consolidated Office of the Public Administrator and Public Guardian/Conservator.

The County's current practice is that two separate, but interrelated, functions are performed by three different County departments (Behavioral Health, Social Services, and District Attorney), each represented by County Counsel as to civil legal matters. The two functions are: (1) conservatorships of the person and estate for gravely disabled persons (Public Guardian/Conservator functions); and (2) administration of the estates of persons who die intestate (Public Administrator functions). Public Administrator, Public Guardian, and Public Conservator are collectively referred to in this staff report as PA/PG/PC. This structure goes back decades and was perpetuated, in large part, by the fact that the position of the Public Administrator in Mono County was required by California law to be elected and, thus, that role was delegated to the District Attorney, an elected official.

However, with the passing of SB1489 in September of this year, Mono County has joined the list of counties where the Board of Supervisors is authorized to appoint its Public Administrator (in other words, the position need not be elected). This enables the County to move Public Administrator functions to a department outside of the District Attorney's

office, where they may be consolidated with similar Public Guardian/Public Conservator functions which are currently being performed by both Behavioral Health and Social Services.

At the same time, the County has an opportunity to reallocate responsibilities for handling conservatorship matters between the Social Services and Behavioral Health Departments in order to better align with each department's role and function and remove conservatorship investigation functions altogether from the District Attorney's office.

Under the proposed reorganization, Behavioral Health would maintain its role as the provider of mental health services and care to individuals who are (or may be) gravely disabled as a result of a mental disorder or chronic alcoholism (traditional "behavioral health" conservatees) – including identifying those in need of conservatorship, providing necessary evaluations and treatment, securing placement, and related functions. However, Behavioral Health would no longer be responsible for the accounting and administrative functions associated with managing these conservatorships, nor would the Behavioral Health Director need to serve as the conservator in these cases.

Like Behavioral Health, the Department of Social Services has also historically managed its own conservatorship caseload (conservatorships deemed necessary by a court due to grave disability, but unrelated to a mental disorder or chronic alcoholism). Social Services would continue in that historic role but would additionally assume accounting and administrative functions for those "behavioral health" conservatorships formerly managed by the Behavioral Health Department and would assume responsibility for conservatorship investigations -- currently performed by the District Attorney's Office. By taking on these additional tasks, the Social Services Department would essentially be assuming the role of Public Guardian/Conservator, and the past practice of splitting Public Guardian/Conservator functions among the three different departments would cease.

In addition, because the proposed ordinance would consolidate the offices of Public Administrator and Public Guardian/Conservator, those Public Administrator functions traditionally handled by the District Attorney would likewise transfer to the Social Services Department. By combining the PA/PG/PC functions all in one location, Mono County would establish a more traditional allocation of responsibility which mirrors how these functions are handled throughout much of the State. In addition, County Counsel would have one "client" in all of these related matters, rather than managing different clients, processes, and preferences among the three departments.

To accomplish the changes, the proposed ordinance would repeal Chapter 7.91 of the Mono County Code, which memorialized the historic delegation of PA/PG/PC functions to the trifecta of departments, and instead establish one, consolidated Office of the Public Administrator/Public Guardian, by adding a new Chapter 2.90 to the County Code "Public Administrator – Public Guardian." The proposed ordinance would also amend Section 2.16.010 "Consolidation of County Offices" to separate the office of the District Attorney from the office of the Public Administrator and instead, consolidate the office of the Public Administrator with the office of the Public Guardian.

The remaining tasks to accomplish the final transition include: revising the Social Services Director's job description to include the role of Public Administrator – Public Guardian/Conservator, amending the Social Services Director's employment agreement and salary to reflect the new responsibilities of Public Administrator - Public Guardian/Conservator (10% pay increase), revising related documents such as the County Allocation List and At-Will Salary Matrix to reflect the changes, and creating a memorandum of understanding between the Social Services and Behavioral Health Departments to address inter-departmental coordination in dealing with that subset of conservatorships resulting from a mental disorder or chronic alcoholism. The proposed

Page 3 of 3
October 27, 2022

ordinance would take effect in February, 2023 (rather than 30 days from its final adoption on November 8) and so the above tasks would need to be accomplished by the end of this year.

If you have any questions regarding this item prior to your meeting, please call me at 760-932-5415 or County Counsel Stacey Simon at 760-924-1704.



ORDINANCE NO. ORD22-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING THE MONO COUNTY CODE
TO ESTABLISH THE OFFICE OF THE PUBLIC ADMINISTRATOR-PUBLIC
GUARDIAN FOR MONO COUNTY; REPEAL CHAPTER 7.91 RELATED TO
CONSERVATORSHIPS; AND SEPARATE THE OFFICE OF PUBLIC
ADMINISTRATOR FROM THE OFFICE OF THE DISTRICT ATTORNEY**

WHEREAS, in Mono County the function of Public Administrator has long been performed by the District Attorney's office, pursuant to Mono County Code section 2.61.010 which consolidates the offices of District Attorney and Public Administrator; and

WHEREAS, the duties of a Public Administrator overlap significantly with the functions of Public Guardian and/or Public Conservator in that each has a role in the management of private estates where no other person has been designated to do so and no other provisions have been made; and

WHEREAS, the duties of Public Conservator for Mono County have historically been shared between the Departments of Social Services, which acts as conservator in cases arising under the Probate Code, and Behavioral Health which acts as conservator of the person in cases arising under the Lanterman-Petris-Short Act (LPS Act). Mono County has no office of the Public Guardian; and

WHEREAS, SB 1489 (2022) amended the California Government Code to add Mono County to the list of counties that may appoint a Public Administrator and consolidate that position with the Office of the Public Guardian:

WHEREAS, pursuant to SB 1489, it is the desire of the Board of Supervisors to revise the Mono County Code to unconsolidate the offices of District Attorney and Public Administrator, establish the office of Public Guardian to be consolidated with the office of Public Administrator and to repeal provisions formerly governing the role of Public Conservator; and

WHEREAS, the Board's purpose in taking these actions is to efficiently and competently serve the interests of Mono County's neediest residents by providing them with a single resource and department for various related services;

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

SECTION ONE: Chapter 2.90 "Public Administrator-Public Guardian" is hereby added to the Mono County Code as set forth in Exhibit A to this Ordinance, attached hereto and incorporated by this reference.

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SECTION TWO: Chapter 7.91 of the Mono County Code “Lanterman-Petris-Short Act and Probate Code Conservatorships” is hereby repealed in its entirety.

SECTION THREE: Section 2.16.010 of the Mono County Code is hereby amended to replace subsection 2, which currently reads “District attorney and public administrator” with the following: “Public Administrator and public guardian”.

SECTION FOUR: This ordinance shall become effective February 15, 2023, which is more than 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this 8th day of November, 2022, by the following vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel

EXHIBIT A

Title 2 – ADMINISTRATION AND PERSONNEL
Chapter 2.90 PUBLIC ADMINISTRATOR - PUBLIC GUARDIAN

Chapter 2.90 PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

Sections:

2.90.010 Office of the Public Guardian Established.

2.90.020 Offices of Public Administrator and Public Guardian Consolidated.

2.90.030 Conservatorships.

2.90.040 Official Bond and Oath.

2.90.050 Expenses.

2.90.060 Fees.

2.90.070 Appointment and Removal.

2.90.080 Representation by County Counsel.

2.90.010 Office of the Public Guardian Established. There is hereby established in Mono County the Office of the Public Guardian.

2.90.020 Offices of Public Administrator and Public Guardian Consolidated.

- A. Under the authority of Government Code Section 24011, the duties of the Office of the County Public Administrator and the County Public Guardian are hereby consolidated. Said consolidated office shall be designated and known as the "Office of the Public Administrator-Public Guardian."
- B. The office of the Public Administrator-Public Guardian shall have as its executive head, one appointed officer, the Public Administrator- Public Guardian, who may serve concurrently as the department head of a county department.

2.90.030 Conservatorships.

- A. The Public Guardian shall discharge the duties of public conservator in all cases where a superior court of the state has ordered that the office of the public guardian of the County serve as the conservator of the person and/or estate for any individual pursuant to Chapter 3 of Part 1 of Division 5 of the Welfare and Institutions Code, commencing with Section 5350 (the "Lanterman-Petris-Short Act").
- B. The Public Guardian shall discharge the duties of conservator in all cases where a superior court of the state has ordered that the Office of the Public Guardian of the County serve as the conservator of the person and/or estate for any individual pursuant to Parts 3 and 4 of the California Probate Code, commencing with Section 1800.

-
- C. The Public Guardian is designated as the agency responsible for conducting conservatorship investigations pursuant to Welfare and Institutions Code section 5008 of the Lanterman-Petris-Short Act. The Public Guardian, or any officer or employee of the County designated by him or her, may serve as temporary conservator.

2.90.040 Official Bond and Oath. The official bond and oath of the Public Administrator-Public Guardian shall serve as the bond for the Public Administrator-Public Guardian and public conservator. The official oath shall serve as the oath on the grant of letters of conservatorship as provided in Probate Code Section 2922.

2.90.050 Expenses. All necessary expenses incurred in the operation of the Office of the Public Administrator - Public Guardian shall be in accordance with the amounts specified and budgeted therefor by the Board of Supervisors.

2.90.060 Fees. All fees accruing to the Public Administrator-Public Guardian shall belong to the County and shall be deposited in the county treasury under the provisions of Section 24350 of the Government Code.

2.90.070 Appointment and Removal. The County Administrative Officer may appoint an existing department head of the County to serve as the Public Administrator - Public Guardian. The salary and terms and conditions of employment shall be set by the Board of Supervisors.

2.90.080 Representation by County Counsel.

- A. Pursuant to Government Code Section 27643, Welfare and Institutions Code Section 5114, and Probate Code Section 2942, the County Counsel may act as attorney for the Public Administrator – Public Guardian. In those matters where the County Counsel furnishes representation, the County Counsel shall collect the attorneys’ fees allowed by law, which shall be paid into the county treasury.
- B. Nothing contained herein shall be construed as prohibiting the Public Administrator-Public Guardian from employing private counsel to provide supplementary legal services if the county counsel recommends such employment. In all cases in which a private attorney is so employed, the compensation of the private attorney shall be derived solely from the assets of the estate involved in the legal proceeding, in the form of fees as authorized by the court.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: CAO

TIME REQUIRED 15 Minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton

SUBJECT Designate the County Administrative Officer as the County's Representative to the California Broadband Cooperative

AGENDA DESCRIPTION:

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

Designation of County representative to serve on the Board of Directors of the California Broadband Cooperative (CBC).

RECOMMENDED ACTION:

Designate the County Administrative Officer, or his or her designee, to represent the County as a Class A member of the CBC Board of Directors pursuant to Section 4.05(a)(i) of the Bylaws of California Broadband Cooperative, Inc. (Amended and Restated October 4, 2018).

FISCAL IMPACT:

Under the CBC bylaws, the County is to receive a yearly stipend of \$2000, plus \$1000 for each meeting attended by its Director. These amounts are deposited to the County's General Fund.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 17606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

Scott Armstrong, Inyo County IT Director

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff report](#)

[CBC Bylaws](#)

History

Time	Who	Approval
10/25/2022 4:08 PM	County Counsel	Yes
10/26/2022 2:48 PM	Finance	Yes
10/28/2022 10:11 AM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

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Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

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DISTRICT ATTORNEY

Hon. Tim Kendall

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Hon. Ingrid Braun

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COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

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CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Interim Milan Salva

PROBATION

Karin Humiston

PUBLIC HEALTH

Interim Kathy Peterson

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors

From: Robert C. Lawton, CAO

Date: November 1, 2022

Re: Designate the County Administrative Officer as the County's Representative to the California Broadband Cooperative

Recommended Action

Designate the County Administrative Officer, or his or her designee, to represent the County as a Class A member of the CBC Board of Directors pursuant to Section 4.05(a)(i) of the Bylaws of California Broadband Cooperative, Inc. (Amended and Restated October 4, 2018).

Discussion

Mono County is a Class A member of the California Broadband Cooperative (CBC), as are Inyo County and Kern County. Under the CBC Bylaws (attached), each Class A member may appoint a full-time staff person to represent it as a Director of CBC. In 2014, Mono County designated Nate Greenberg as its representative. In light of Nate Greenberg's transition to Inyo County, it is now appropriate for the Board to designate a new Director to serve on the CBC board on the County's behalf. It is recommended that the Board appoint the CAO or his designee, rather than an individual employee by name, so that the designation remains in effect even if staff changes.

Additionally, there has historically been little communication between the County's designated Director and the Board, or County Counsel, relative to the activities of the CBC. The scope of the Board's delegated authority has been treated as nearly absolute. However, in reality, the County's delegate serves as a representative of the County, which is a member of CBC and subscriber to the Digital 395 service. Further, there are some significant potential changes on the horizon relative to Digital 395 and CBC, stemming from various initiatives at both the state and federal level which have resulted in significant funds being made available for Broadband service. Accordingly, this item will be used as an opportunity to discuss the role of the Board's delegate and how and when information should be transmitted between the delegate and the Board.

Fiscal Impact

The County receives a yearly stipend of \$2000, plus \$1000 for each meeting attended by its Director.



***BYLAWS
OF
CALIFORNIA BROADBAND COOPERATIVE, INC.***

Amended and Restated October 4, 2018

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**AMENDED AND RESTATED BYLAWS
OF
CALIFORNIA BROADBAND COOPERATIVE, INC.
A California Consumer Cooperative Corporation**

Amended and Restated October 4, 2018

ARTICLE I - NAME, PRINCIPAL PLACE OF BUSINESS AND PURPOSE

Section 1.01. Name

The name of the Cooperative shall be the California Broadband Cooperative, Inc. (hereinafter referred to as "Cooperative".)

Section 1.02. Principal Office

The principal office of the Cooperative shall be located in the geographic area in which the Cooperative offers service, or at such other location as the Board of Directors may select from time to time.

Section 1.03. Purpose

The Cooperative's primary purpose shall be to offer broadband Services as determined by the Board of Directors.

ARTICLE II - MEMBERSHIP

Section 2.01. Requirements for Membership

- (a) Any applicant seeking membership in the Cooperative shall comply with a process set forth by the Board of Directors. At a minimum such process shall require that a prospective member:
 - (i) Execute an application for membership and service and, if required by the Board of Directors, a service agreement under which it agrees to purchase broadband products or Services (the "Services") as designated by the Board of Directors from or through the Cooperative as specified by the Articles of Incorporation, these Bylaws, and the Board of Directors; and
 - (ii) Agree to comply with and be bound by the Articles of Incorporation, these Bylaws and any amendments thereto and any rules and regulations adopted by the Board of Directors; and
 - (iii) Pay any membership fee and such other assessments and charges as approved by the Board of Directors from time to time; and

- (iv) Be accepted into membership.
- (b) The Board of Directors shall establish a process for review of membership applications and may delegate duties to the Executive Committee for a determination of whether a prospective member qualifies for membership. Consistent with this process:
- (i) A prospective member shall deliver a membership application to the Secretary.
 - (ii) The Secretary shall review the application for completeness to determine if the prospective member has provided:
 - (A) The proper fee;
 - (B) Both a physical and an electronic addresses for the purpose of receiving notices from the Cooperative both for the purposes of the application and, in the event membership in the Cooperative is granted, receipt of notices from the cooperative; and,
 - (C) Evidence that the signer of the application is authorized to apply for membership in the Cooperative by the entity or governing body seeking membership in the cooperative.
 - (iii) Any complete application shall be delivered promptly to the Executive Committee, which may be empowered by the Board to grant memberships and determine the Class to which any prospective member shall be assigned. Should the Executive Committee determine that a prospective member is not eligible for membership in the Cooperative it shall refer that decision to the Board of Directors. The Board of Directors, in its sole discretion, may reject an application for membership if it finds that the applicant, or its application for membership, has not met the requirements or qualifications specified in these Bylaws or in the rules or regulations adopted by the Board of Directors.
 - (iv) The Secretary shall deliver to any prospective member who has been granted membership in the Cooperative a certificate evidencing such membership. Acceptance of membership shall be deemed to have taken place upon transmittal of said certificate. The Board of Directors shall designate the form of the membership certificate consistent with the California Corporations Code, the Cooperative's Articles of Incorporation and its Bylaws. Such certificate, if authorized to be issued by the Board of Directors or the Executive Committee, shall be signed by the Chair and by the Secretary of the Cooperative and the corporate seal shall be affixed

thereto. No membership certificate shall be issued for less than the membership fee provided herein, or until such membership fee, any required service security deposits, facilities extension deposits, service connection fees, or contributions in aid of construction have been fully paid. In case a certificate is lost, destroyed or mutilated, a new certificate may be issued upon such terms and indemnity to the Cooperative as the Board of Directors may prescribe for all members. Such certificate may be issued electronically.

- (v) The Secretary shall report to the Board of Directors each grant of membership in the Cooperative at the meeting of the Board of Directors immediately following approval of a new member.
- (vi) Should a member decide to assign membership in the Cooperative, the new entity shall follow the procedures set forth herein as determined by the Board of Directors.
- (c) The Class A members shall purchase Services if it is feasible for them to do so as determined in their reasonable discretion. Class A members which choose not to purchase Services shall be exempt from such requirement set forth in the provisions of subsection (a) hereof.
- (d) The Class D member shall not be required to purchase Services.
- (e) The private property of the members shall be exempt from execution or other liability of the debts of the Cooperative, whether secured or unsecured, and no member shall be liable or responsible for any debts or liabilities of the Cooperative, whether secured or unsecured.

Section 2.02. Limitation of Membership

No member may hold more than one membership in the Cooperative. No membership in the Cooperative shall be transferable; except that, in case of a merger or consolidation, membership may be vested in the successor corporation provided the successor corporation shall be: eligible for membership; shall agree to purchase Services from the Cooperative; and shall agree to comply with and be bound by the Articles of Incorporation of the Cooperative, these Bylaws and any amendments, and such rules and regulations as may be adopted by the Board of Directors.

Section 2.03. Term

All classes of membership shall have a term ending on the date the member is no longer purchasing Services from the Cooperative, provided that:

- (a) The term of membership of Class A members which choose not to purchase Services shall end upon their withdrawal or expulsion as a Class A member of the Cooperative; and,
- (b) Class D shall automatically terminate at the conclusion of the first annual members meeting after the termination of all contractual obligations between Praxis Associates and the Cooperative.

Section 2.04. Classes of Membership

- (a) Members of the Cooperative shall be divided into four (4) classes designated as Class A, Class B, Class C, Class D, respectively. There shall be no limit as to the number of Members the Corporation may admit, provided that the number of Class A members shall not exceed eight (8).
- (b) Class A shall consist of certain county members of the Cooperative who may, but shall not be required to, purchase Services from the Cooperative. Class A membership is established to provide for diverse participation in the Cooperative. These counties currently include Inyo County, Mono County and Kern County. The Cooperative shall notify each county in which it constructs communications facilities that such county has the right to become a Class A member until such time as Class A reaches the limit of eight (8) members.
- (c) Class B shall consist of telecommunication carriers, Internet Service Providers, certified local exchange carriers, and other such wholesale purchasers of Services.
- (d) Class C shall consist of governmental, municipal, research, medical facility and development purchasers of Services, including without limitation, all levels of educational institutions and schools, both public and private, educational research institutes, foundations and similar entities.
- (e) Class D shall consist of Praxis Associates, Inc., who conceived, developed and secured grant funding for the Digital 395 Project for the benefit of the Cooperative.
- (f) Each member shall pay for all Services used by it at such time and at such rates or prices as shall be approved by the Board of Directors. It is expressly understood that amounts paid for Services in excess of the cost of service are furnished by the member as capital and each member shall be credited with capital so furnished, as provided by these Bylaws. "Cost of service" in this regard shall include all direct expenses of providing such service plus the appropriate allocation of indirect expenses including the Cooperative's overhead and administrative expenses. Class A members shall not be subject to membership fees or other assessments and charges as set forth in Section 2.01 (a)(iii) above but are not exempted from paying any fees or other charges imposed by virtue of obtaining Services (patronage Services) from the Cooperative. For avoidance of doubt and without affecting the

rights and obligations of other membership classes inherent by these Bylaws and applicable law, Class A members are not entitled to disbursements of Cooperative capital, except that accumulated due to patronage of the Class A members.

Section 2.05. Application for Membership and Provision of Bylaws and Articles to Prospective Members

Each prospective member shall provide the Cooperative with an application for membership. A prospective member shall specify both a physical and electronic address to which correspondence and notices may be sent by the Cooperative relative to Cooperative business. Upon receipt of a complete application for membership, the Secretary shall electronically transmit a copy of the Articles of Incorporation, Bylaws, and disclosure document of the Cooperative to the prospective member. The disclosure document may be a prospectus, offering, circular, brochure, or similar document, a specimen copy of the share certificate, or a receipt that the Cooperative proposes to issue. The disclosure document shall contain the information required by Section 12401 of the California Corporations Code.

Section 2.06. Addresses for the Purposes of Notices from the Cooperative

The physical and electronic addresses on the application of a prospective member shall become the address of a member appearing on the books of the Cooperative once the Executive Committee or the Board of Directors has resolved that a prospective member is eligible for membership in the Cooperative. For any purpose, including but not limited to purposes described in Sections II and Section III, notice to a member may be issued either physically or electronically to an address designated in the application for membership. A member may change the physical or electronic address for the purpose of receiving notice from the Cooperative upon correspondence with the Secretary who shall ensure that notice shall be provided at the new physical or electronic address.

Section 2.07. Member to Grant Easements to Cooperative

Each member of classes B and C, other than the Class A members, shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easement or right-of-way over, on and under such lands owned or leased by or mortgaged to the member and in accordance with such reasonable terms and conditions as the Cooperative shall require for the furnishing of broadband Services to him or other members or for the construction, operation, maintenance or relocation of the Cooperative's broadband facilities. Each Class A members shall have no obligation to provide easements or rights-of-way except as may be reasonably required to provide Services to that Class A member. To the extent that the Cooperative requires easements or rights of way from a Class A member for purposes other than providing Services to that Class A member, such agreements shall be subject to separate negotiation and not required by these Bylaws.

Section 2.08. Termination of Membership

(a) Voluntary Withdrawal.

A member shall have the right to resign from the Cooperative and terminate his or her membership by filing with the Secretary of the Cooperative a written notice of

resignation. The resignation shall become effective immediately without any action on the part of the Cooperative.

(b) Death or Dissolution.

A membership shall immediately terminate upon the death of a member or the dissolution of a member organization.

(c) Expulsion.

(i) A member may be expelled for:

- (A) Failure to comply with these Bylaws, rules, or regulations of the Cooperative,
- (B) Failure to purchase qualifying Services (as identified in Section 1.01 of these Bylaws) from the Cooperative for at least sixty (60) consecutive days,
- (C) Damaging property of the Cooperative without providing prompt notice to the Cooperative of such damage or failing to pay for the repair of such damaged property; or
- (D) Any other justifiable reason, be expelled from the Cooperative by resolution adopted by a two-thirds (2/3) vote of all members of the Board of Directors. Expulsion shall become effective immediately unless the Board shall, in the resolution, fix another time.

(ii) Should the Board of Directors initiate a process to expel a member, the Board of Directors shall give such member at least fifteen (15) days notice prior thereto and the reasons thereof. Such member shall have the opportunity to be heard, orally or in writing, not less than five (5) days before the effective date of expulsion by the Board.

(iii) The notice required pursuant to Section 2.06 of this Section of these Bylaws may be given by any method reasonably calculated to provide actual notice, including in an electronic format. Any notice given by mail must be given by first-class or registered mail sent to the last known address of the member shown on the Cooperative's records.

- (iv) On expulsion, the name of the member expelled shall be stricken from the membership register and all of his or her rights shall cease except as provided in Section 2.04 of these Bylaws. Class A members may not be expelled under any circumstance.
- (d) **Effect of Termination.**
If a membership is terminated for any reason set forth in this Section of the Bylaws, the member or its estate, as the case may be, shall be entitled to refund of its membership fee (and any service security deposit, if any, previously paid to the Cooperative) less any amounts due the Cooperative; but neither the member nor its estate, as the case may be, shall be released from any debts or other obligations then remaining due the Cooperative.

ARTICLE III - MEETINGS OF MEMBERS

Section 3.01. Location

Meetings of members shall be held at a location to be determined by the Board of Directors, within the Cooperative's Service area.

Section 3.02. Regular Annual Meetings

- (a) A regular meeting of members shall be held annually in November upon notice to the Members from the Board of Directors. The Board of Directors shall give notice to the Members of the Annual Membership Meeting at least sixty (60) days before the annual meeting for the purpose of transacting any proper business, including the election of Directors, which may come before the meeting.
- (b) At each regular annual meeting the meeting will start with a public comment session in which any person may address the members and Directors. This portion of the annual meeting shall not last more than two (2) hours. The Directors shall create and approve a procedure by which the public can request to address the membership. Notice that this portion of the meeting shall be included in the notices that are sent to the members consistent with Section 2.06 and this section.

Section 3.03. Special Meetings

Special meetings of members for any lawful purpose may be called by the Board of Directors, the President, or by five percent (5%) or more of the members.

Section 3.04. Time for Notice of Meetings

Whenever members are required or permitted to take action at a meeting, the Secretary shall cause notice of the meeting to be given to each member who is entitled to vote on the record date for notice of the meeting not less than ten (10) nor more than ninety (90) days before the date of the meeting. In the case of a specially called meeting of members, within twenty (20) days

after receipt of a written request the Secretary shall cause notice to be given to the members entitled to vote that a meeting will be held at a time fixed by the Board of Directors not less than thirty-five (35) nor more than ninety (90) days after receipt of the request. Notice shall be provided consistent with Section 2.06 and this Section.

Section 3.05. Method of Giving Notice

Notice shall be given either personally, by mail or by email (as prescribed by Section 12461 of the California Corporations Code) or other written communication to the address of a member appearing on the books of the Cooperative or provided by the member consistent with Section 2.06. Notice shall also be posted conspicuously at the Cooperative's office in the Cooperative's service area.

Section 3.06. Record Date for Notice

The record date for determining the members entitled to notice of any meeting of members is thirty (30) days before the date of the meeting.

Section 3.07. Contents of Notice

The notice shall state the place, date, and time of the meeting. The notice of a regular meeting shall state any matters that the Board of Directors, at the time of giving notice, intends to present for action by the members. The notice of a special meeting shall state the general nature of the business to be transacted. The notice of any meeting at which Directors are to be elected shall include the names of all nominees at the time of giving notice.

Section 3.08. Waivers and Consents

The transactions of a meeting, whether or not validly called and noticed, are valid if a quorum is present and each of the absent members who are entitled to vote, either before or after the meeting, signs a written waiver of notice or a consent to the holding of the meeting. All waivers and consents shall be filed with the corporate records or made a part of the minutes of the meeting. A member's attendance at a meeting shall constitute a waiver of notice of and presence at the meeting, unless the member objects at the beginning of the meeting. However, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice but not included, if an objection is made at the meeting.

Section 3.09. Quorum at Meeting

Members representing at least thirty-three percent (33%) of the voting power shall constitute a quorum at a meeting of members. Any Bylaw amendment to increase the quorum may be adopted only by approval of the members. When a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting and entitled to vote shall be the act of the members unless provided otherwise by these Bylaws or the law.

Section 3.10. Loss of Quorum at Meeting

The members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to

leave less than a quorum, if the action taken, other than adjournment, is approved by at least a majority of the members required to constitute a quorum.

Section 3.11. Adjournment for Lack of Quorum

In the absence of a quorum, any meeting of members may be adjourned by the vote of a majority of the votes represented in person, but no other business may be transacted except as provided in Section 3.10 of these Bylaws.

Section 3.12. Adjourned Meetings

The members may transact any business at an adjourned meeting that could have been transacted at the original meeting. When a meeting is adjourned to another time or place, no notice is required if the time and place are announced at the original meeting. If the adjournment is for more than forty-five (45) days or if a new record date is fixed, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting.

Section 3.13. Voting of Memberships

- (a) Each member of the Cooperative is entitled to one (1) vote on each matter submitted to a vote of the members.
- (b) If a membership stands of record in the names of two (2) or more persons whether fiduciaries, members of a partnership, joint tenants, tenants in common, husband and wife as community property, tenants by the entirety, persons entitled to vote under an agreement, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same membership, unless the Secretary is given written notice to the contrary and furnished with a copy of the instrument or order appointing them or creating the relationship, the vote of one (1) joint holder will bind all, when only one (1) votes, and the vote of the majority will bind all, when more than one (1) joint holder votes.
- (c) The record date for determining the members entitled to vote at a meeting or cast written ballots is twenty (20) days before the date of the meeting or the day on which the first ballot is mailed or solicited.
- (d) Cumulative voting shall not be permitted for any purpose.
- (e) Voting by proxy shall not be permitted for any purpose.
- (f) Each non-individual member shall be represented at member meetings of the Cooperative by one (1) voting delegate designated by the member's Board of Directors or its appropriate governing body. Upon becoming a member, the Secretary, or equivalent corporate Officer, of each non-individual member shall certify to the Secretary of the Cooperative the name and address of the delegate designated by it to represent it at member meetings of the Cooperative and the date of expiration of the term of such delegate. The Secretary or equivalent

corporate Officer of such member shall advise the Secretary of the Cooperative promptly in writing of any change in its delegate. Each member may, at any time, by resolution of its Board of Directors or its appropriate governing body, terminate the appointment of its delegate after which it shall notify the Cooperative of the action in writing.

- (g) The matters to be voted on by the members shall be noticed and undertaken in accordance with the provisions of Corporate Code Sec. 12461 through 12466, and the other Sections of the Corporate Code referenced therein.

Section 3.14. Use of Written Ballots at Meetings

A combination of written ballot and personal voting may be used at any regular or special meeting of members and may be used for the election of Directors as set forth in Article IV. Prior to the meeting, the Board of Directors may authorize distribution of a written ballot to every member entitled to vote. The ballots shall be distributed in a manner consistent with the provisions of these Bylaws. When ballots are distributed, the number of members voting at the meeting by written ballot shall be deemed present at the meeting for purposes of determining a quorum but only with respect to the proposed actions referred to in the ballots.

Section 3.15. Contents of Written Ballot Used at Meetings

Any written ballot used at a meeting shall set forth the proposed action to be taken, provide an opportunity to specify approval or disapproval of the proposed action, and state that, unless revoked by the member voting in person, the ballot will be counted if received by the Cooperative on or before the time of the meeting.

Section 3.16. Action by Ballot without Meeting

Any action that may be taken at any regular or special meeting, including election of Directors, may be taken without a meeting through distribution of a written ballot to every member entitled to vote on the matter. The Secretary shall cause a vote to be taken by written ballot on any action or recommendation proposed in writing by at least twenty percent (20%) of the members.

Section 3.17. Written Ballot Used without Meeting

- (a) Any ballot used without a meeting shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Cooperative.
- (b) The form of written ballot distributed to ten (10) or more members (where the Cooperative has at least 100 members) shall afford an opportunity to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time of distribution, to be acted on by the ballot. The form must also provide that whenever the person solicited specifies a choice with respect to any matter, the vote will be cast in accordance with that choice.

- (c) A written ballot cannot be revoked. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Section 3.18. Solicitation of Written Ballots

Ballots shall be solicited in a manner consistent with these Bylaws. The solicitations shall indicate the number of responses needed to meet the quorum requirement and specify the time by which the ballot must be received to be counted. Ballots other than for the election of Directors shall state the percentage of approvals necessary to pass the measure.

Section 3.19. Withholding Vote

In an election of Directors, any form of written ballot, which names the candidates for Director and which the member has marked "withhold" (or otherwise indicated that the authority to vote in the election of Directors is withheld) shall not be used for voting in that election.

Section 3.20. Appointment of Inspectors of Election

In advance of any meeting of members, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment. If inspectors are not appointed or if any appointed persons fail to appear or refuse to act, the chairperson of the meeting may and, on the request of any member, shall, appoint inspectors at the meeting.

Section 3.21. Duties of Inspectors of Election

The inspectors shall determine the number of memberships outstanding and the voting power of each, the number represented at the meeting, and the existence of a quorum. They shall receive votes, ballots, and consents, hear and determine all challenges and questions regarding the right to vote, count and tabulate all votes and consents, determine when the polls will close, and determine the result. They may do those acts which are proper to conduct the election or vote with fairness to all members. The inspectors shall perform these duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical.

ARTICLE IV - DIRECTORS

Section 4.01. General Powers

The business and affairs of the Cooperative shall be managed by a Board of Directors which shall exercise all of the powers of the Cooperative except such as are by law, the Articles of Incorporation or these Bylaws conferred upon or reserved to the members. The Board of Directors shall have power to make, adopt, amend, abolish and promulgate such policies, rules, regulations, rate classifications, rate schedules, contracts, security deposits and any other types of deposits, payments or charges, including contributions in aid of construction, not inconsistent

with law or the Articles of Incorporation or these Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative.

Section 4.02. Number

The Cooperative shall have a maximum of eleven (11) Directors collectively known as the Board of Directors. The exact number of Directors may be modified by a majority vote of the Board of Directors, except as otherwise required by applicable law. The Board of Directors shall be expanded to include the appointees of the Class A members, as contemplated by Section 4.04 below, at such time as each Class A member has provided written notice to the Cooperative of its designated appointee, understanding that each such Class A member may exercise this right in its own regard, independent of the other Class A members.

Section 4.03. Qualifications

Directors shall have reasonable knowledge and experience in managerial, technical or operational aspects of the communications industry, or in financial, governmental, or legal matters. Within this guiding principle, the Board of Directors may prescribe more specific qualifications in the nomination and election procedures of these Bylaws.

Section 4.04. Nomination

- (a) The Board of Directors shall prescribe reasonable nomination and election procedures for the election of Directors given the nature, size, and operations of the Cooperative. The procedures shall include: (1) a reasonable means of nominating persons for election as Directors, (2) a reasonable opportunity for a nominee to communicate the nominee's qualifications and the reasons for the nominee's candidacy to the members, (3) a reasonable opportunity for all nominees to solicit votes, (4) a reasonable opportunity for all the members to choose among the nominees.
- (b) When the Cooperative distributes any material soliciting a vote for any nominee for Director in any publication owned or controlled by the Cooperative, it shall make available to each other nominee, in the same material, an equal amount or space with equal prominence to be used by the nominee for a purpose reasonably related to the election. The Cooperative shall mail within ten (10) business days to all members any material related to the election which a nominee for Director has furnished, upon written request and payment of mailing costs by the nominee, or allow the nominee to obtain the names, addresses, and voting rights of members within five (5) business days after the request.

Section 4.05. Selection of Class A Directors and Election of Other Directors

The Directors shall be selected and elected as follows:

- (a) Selection of Class A Directors.

- (i) Class A Members Inyo County, Mono County and Kern counties shall have the right to appoint one Class A Director. The governing board of each Mono, Inyo and Kern Counties shall appoint one full time employee as a Director to serve at the pleasure of that County's governing board.
 - (ii) If any other counties elect to become Class A members, those counties shall jointly have the right to appoint the fourth Class A Director with each such county having one equal vote for the fourth Class A Director, in the manner provided herein.
 - (iii) No individual whose status with the Class A Director would cause the Cooperative to be subject to the Brown Act (Cal. Govt. Code §§ 54950 – 54962) or Nevada's equivalent law shall be eligible to be a Class A Director.
- (b) Election of Other Directors.

Directors, other than those representing the Class A members, shall be elected at the annual meetings or by written ballot in accordance with procedures designated by the Board of Directors consistent with these Bylaws. The candidates receiving the highest number of votes in each class shall be elected.

- (i) Class B Members shall elect two (2) Directors (the "Class B Directors").
- (ii) Class C Members shall elect two (2) Directors (the "Class C Directors").
- (iii) Class D Members shall elect two (2) Directors (the "Class D Directors").
- (iv) All Members shall elect two (2) At-large Directors.
 - (A) The terms of the At-large Directors shall be staggered.
 - (B) In the event that a Class A Director is selected pursuant to Section 4.04(a)(ii) the number of At-Large Directors shall be decreased to one (1). At such time, the Board of Directors shall determine which At-large Director will remain on the Board of Directors.
 - (C) At such time as the Class D Membership ceases to exist, the number of At-large Directors shall be increased to three (3).

- (D) The Board of Directors shall have the power to appoint one At-large Director prior to the 2019 Membership meeting to serve for up to two years. At the 2020 Annual Membership Meeting, this At-large seat appointed by the Board of Directors will be elected by all Members for a full three (3) year term.

Section 4.06. Terms of Office

The terms of office for Directors shall be three (3) years. Each Director shall hold office until the expiration of the term for which elected and until the election and qualification of a successor.

Section 4.07. Compensation

The Directors shall be paid compensation of a yearly stipend of Two Thousand Dollars (\$2,000.00), plus One Thousand Dollars (\$1,000.00) per each meeting at which the Director participates. Directors shall not be paid additional compensation for actions taken without a meeting. Directors shall also be reimbursed by the Cooperative for their actual and reasonable expenses incurred in the performance of their duties as Directors of the Cooperative. Officers of the Cooperative may also be reimbursed for such expenses.

Section 4.08. Resignation of Directors

Any Director may resign effective upon written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation.

Section 4.09. Removal of Directors

- (a) Class Members B, C, and D may remove their own respective Director(s) for cause by the vote of 2/3 of the Members of that Class or Classes, provided notice of the charges against the Director shall have been filed with the Secretary of the Corporation in writing together with a petition signed by at least thirty-three percent (33%) of the Members of the Class or Classes requesting removal of the Director. Such Director shall be informed in writing of the charges at least ten (10) days prior to the meeting at which the charges are to be considered and shall have an opportunity to be present and represented by counsel at the meeting and to present evidence relevant to the charges; and the person or persons bringing the charges shall have the same opportunity by the class of Members which elected such Director. The question of the removal of such Director shall be considered and voted upon at the meeting by the class or classes of Members which elected such Director.
- (b) The Board of Directors shall have the right to require a Class A Member to remove its appointed Director and to require that Class A member appoint a different person to serve on the Board. Such Director shall only be removed for cause pursuant to the provisions of California Corp. Code Sec. 12361 or Section 4.09 of these Bylaws by the vote of 2/3 of the other Directors, provided notice of the charges against the Director shall have been filed with the Secretary of the Corporation in writing together with a petition signed by at least thirty-three

percent (33%) of the other Directors. Such Director shall be informed in writing of the charges at least ten (10) days prior to the meeting at which the charges are to be considered and shall have an opportunity to be present and represented by counsel at the meeting and to present evidence relevant to the charges; and the person or persons bringing the charges shall have the same opportunity. The question of the removal of such Director shall be considered and voted upon at the next meeting of the Board of Directors. In no event shall the removal of a Class A Director extinguish the right of a Class A member to appoint its Director.

- (c) Once a Director has been removed for cause pursuant to this Section, he or she shall not be allowed to serve on the Board at any time thereafter.

Section 4.10. Cause of Vacancies on Board

Vacancies on the Board of Directors shall exist on the death, resignation, termination of membership, or removal of a Director; whenever the authorized number of Directors is increased; whenever the Board declares an office vacant pursuant to Section 4.11 of these Bylaws; and on the failure of the members to elect the full number of Directors authorized.

Section 4.11. Declaration of Vacancies

The Board of Directors may declare vacant the office of any Director whose eligibility for election has ceased, who has been declared of unsound mind by a final order of court, who is convicted of a felony, who has been absent from thirty-three percent (33%) or more regular or special meetings of the Board in any 12-month period or who is removed pursuant to the provisions of California Corp. Code Sec. 12361.

Section 4.12. Filling Vacancies on Board

Except for vacancies created by removal of a Director pursuant to Section 4.09 of these Bylaws, vacancies may be filled by a majority of the Directors then in office, whether or not less than a quorum, or by a sole remaining Director. Vacancies created by the removal of a Director may be filled only by approval (as defined by Section 12224 of the California Corporations Code) of the members of the Class that elected the removed Director. The members may elect a Director at any time to fill any vacancy not filled by the Directors, except that a vacancy involving Class A Director may only be filled by the governing board of the member county who appointed that Director.

ARTICLE V - ARTICLE V. DUTIES OF DIRECTORS

Section 5.01. General Duties of Directors

Each Director must prepare for and attend meetings of the Board of Directors and its committees and participate in decision of the Board of Directors to further the Cooperative's mission within its power under the law and consistent with its Articles of Incorporation and Bylaws.

Section 5.02. Standard of Care

A Director shall perform the duties of a Director, including duties as a member of any Board Committee on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of the Cooperative and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more Officers or employees of this corporation whom the Director believes to be reliable and competent as to the matters presented;
- (b) Counsel, independent accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence; or
- (c) A committee, composed exclusively of any or any combination of Directors, persons described in Article VI or Officers described in Article VII, as to matters within its designated authority, provided that the Director believes such committee merits confidence; so long as in any such case
- (d) The Director acts in good faith after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 5.03. Call of Meetings

Meetings of the Board of Directors may be called by the Chair, the Secretary, or any two Directors.

Section 5.04. Place of Meetings

Meetings of the Board of Directors may be held at any place or by conference call as designated in the notice of the meeting, or, if not stated in a notice, by resolution of the Board.

Section 5.05. Presence at Meetings

Directors may participate at meetings of the Board through the use of conference telephone or other communications equipment, as long as all participating Directors can hear one another. Participation by communications equipment constitutes presence at the meeting.

Section 5.06. Special Meetings and Notice

Special meetings shall be held on four (4) days' notice by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, facsimile or email. Notice of regular or special meetings need not be given to any Director who signs a waiver of notice, a written consent to holding the meeting, or an approval of the minutes (either before or after the meeting), or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to that Director. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 5.07. Quorum at Meetings

A majority of the authorized number of Directors constitutes a quorum for the transaction of business.

Section 5.08. Acts of Board at Meetings

Unless provided otherwise in the Articles of Incorporation, these Bylaws, or by law, every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present is the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for the meeting or a greater number required by the Articles, these Bylaws, or by law.

Section 5.09. Adjournment of Meetings

A majority of the Directors present, whether or not a quorum is present, may adjourn to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment.

Section 5.10. Action without Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all Directors individually or collectively consent in writing to the action. The consents shall be filed with the minutes of the proceedings of the Board. Action by written consent has the same force and effect as a unanimous vote of the Directors.

ARTICLE VI - COMMITTEES OF THE BOARD OF DIRECTORS

Section 6.01. Committees of the Board of Directors

- (a) The Board of Directors shall create an executive committee and an audit committee and may create other committees including, among others, a compensation committee, a legal and external policy committee and a nominations committee. Each committee shall consist of three (3) or more Directors appointed by a majority vote of the Directors then in office. Appointments to any Board Committee shall be by a majority vote of the Directors then in office. The Board of Directors shall attempt to appoint members from each membership class to each committee. The Chair shall serve on all committees. The committees may be given all the authority of the Board, except for the powers to:
 - (i) Approve of any action for which the approval of the members or a majority of all members is required by law;

- (ii) Fill vacancies on the Board or in any committee that has the authority of the Board;
- (iii) Fix compensation of the Directors for serving on the Board or on any committee;
- (iv) Amend or repeal the Bylaws or the adopt new Bylaws;
- (v) Amend or repeal any resolution of the Board which by its express terms may not be amended or repealed;
- (vi) Appoint committees of the Board or the members of such committees;
- (vii) Expend corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected;
- (viii) Eliminate the permanent seat of a Class A Member on the Board of Directors or amend any other provision that expressly references Class A Members; or
- (ix) Eliminate the requirement that the Board of Directors approve the budget of the Executive Committee.

Section 6.02. Executive Committee

The Executive Committee shall have all the authority of the Board to the extent provided by these Bylaws or in the resolution of the Board. At a minimum, the Executive committee shall consist of one Director from Class A, one from Class B, and one from Class D. At such time as Class D ceases to exist, the last member of the Executive Committee shall be an at large Director. All Officers shall serve on the Executive Committee. The Chair shall serve as the Chair of the Executive Committee.

Section 6.03. Audit Committee

In addition to authority delegated by the Board of Directors, the Audit Committee shall be responsible for reviewing all financial documents relevant to any matter that requires the attention of the Board of Directors including, but not limited to, annual audits, financial projections, balance sheets and budgets. The Treasurer shall serve as Chair of the Audit Committee and shall be responsible for delivering financial documents to the Board of Directors sufficiently in advance of each meeting of the Board of Directors so that the Directors can exercise the General Powers delegated to the Board of Directors by Section 4.01 of these Bylaws consistent with the Standard of Care described in Section 5.02 of these Bylaws.

ARTICLE VII - OFFICERS

Section 7.01. Officers

The Officers of the Cooperative shall be a Chair, Secretary, Treasurer, who shall be members of the Board of Directors, and any other Officers with such titles and duties as determined by the Board of Directors and as may be necessary to enable it to conduct the business of the Cooperative. The same person may hold any number of offices.

Section 7.02. Election, Resignation and Vacancy

The Officers shall be elected by the Board of Directors and the members. Officers shall serve at the pleasure of the Board. Any Officer may resign at any time on written notice to the Cooperative without prejudice to the rights, if any, of the Cooperative under any contract to which the Officer is a party. A vacancy in any office for any reason shall be filled in the same manner as these Bylaws provide for election to that office. At the Annual Meeting, the members shall hold an election to approve or disapprove the election of Officers by the Board of Directors.

Section 7.03. Chair

The Chair shall preside at all meetings of the Board of Directors and shall have the general powers and duties of management usually vested in the office of Chair of a Cooperative and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7.04. Treasurer

The Treasurer shall supervise the charge and custody of all funds of the Cooperative, the deposit of such funds in the manner prescribed by the Board of Directors and the keeping and maintaining of adequate and correct accounts of the Cooperative's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7.05. Secretary

The Secretary shall supervise the keeping of a full and complete record of the proceedings of the Board of Directors and its committees, shall supervise the giving of such notices as may be proper or necessary, shall supervise the keeping of the minute books of this corporation, shall supervise the election of Directors, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7.06. Other Officers

The Board of Directors shall elect a Chief Executive Officer, a Chief Financial Officer and other Officers necessary to conduct the business of the Cooperative. Such Officers may be Directors or non-Directors.

ARTICLE VIII - INDEMNIFICATIONS

The Cooperative shall indemnify, defend, and hold harmless present and former Directors, Officers, including the CEO, agents and employees (“protected persons”) against liability to the extent that their acts or omissions constituting the grounds for alleged liability were performed in their official capacity and, if actionable at all, were based upon good faith business judgments or in the belief the acts or omissions were in the best interest of the Cooperative or were not against the best interest of the Cooperative. However, except as provided by law, the Cooperative may not indemnify, defend, and hold harmless the protected person if the person did not reasonably believe the conduct to be in, or not opposed to, the best interests of the Cooperative. The Cooperative shall not indemnify, defend or hold harmless any protected person with respect to criminal actions or proceedings. The Cooperative may purchase Directors and Officers Insurance and any additional insurance necessary and appropriate to cover the forgoing indemnification.

ARTICLE IX - CORPORATE RECORDS AND REPORTS

Section 9.01. Required Records.

The Cooperative shall keep adequate and correct books and records of account and minutes of the proceedings of its members, Board of Directors, and committees of the Board. It shall also keep a record of the members, including the names, addresses, and number of shares held by each. The minutes shall be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 9.02. Annual Report.

- (a) For every fiscal year in which the Cooperative has members, the Cooperative shall notify each member yearly of the member’s right to receive an annual financial report. The Board of Directors shall promptly cause the most recent annual report to be sent to a member on written request. The annual report shall be prepared no later than one hundred twenty (120) days after the close of the Cooperative’s fiscal year.
- (b) The annual report shall contain in appropriate detail all of the following: (1) a balance sheet as of the end of the fiscal year, an income statement, and a statement of changes in financial position for the fiscal year; (2) a statement of the place where the names and addresses of the current members are located; and (3) the statement required by Section 9.03 of these Bylaws; and (4) such additional financial information requested by the Class A members, or any of them, for their respective financial reporting purposes.

- (c) The annual report shall be accompanied by an audited financial report performed by independent certified public accountants.

Section 9.03. Annual Statement of Transactions and Indemnifications

In addition to the annual report described in Section 9.02 of these Bylaws, the Cooperative shall furnish annually (pursuant to Section 12592 of the California Corporations Code) to its members and Directors a statement of the transactions and indemnifications to interested persons. Such statement shall be mailed or delivered to members within one hundred twenty (120) days after the close of the fiscal year.

ARTICLE X - INSPECTION RIGHTS

Section 10.01. Articles and Bylaws

The Cooperative shall keep at its principal office in California the original or a copy of its Articles of Incorporation and Bylaws as amended to date which shall be open to inspection by the members at all reasonable times during office hours. If the Cooperative has no office in California, it shall furnish on the written request of any member a copy of the Articles or Bylaws as amended to date. It shall post the Articles or Bylaws on its web site.

Section 10.02. Books and Records

The accounting books and records and minutes of proceedings of the members, the Board of Directors, and committees of the Board shall be open to inspection on the written demand of any member at any reasonable time, for a purpose reasonably related to that person's interests as a member. Every Director has the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind, and to inspect the physical properties of the Cooperative.

Section 10.03. Inspection of Membership List

- (a) Subject to the Cooperative's right to set aside a member's demand for inspection pursuant to Section 12601 of the California Corporations Code and the power of the court to limit inspection rights pursuant to Section 12602 of the California Corporations Code, and unless the Cooperative provides a reasonable alternative pursuant to Section 10.03(c) of these Bylaws, a member may do either or both of the following:
 - (i) Inspect and copy the record of all the members' names, addresses, and voting rights, at reasonable times, on making a written demand five (5) business days in advance which states the purpose for which the inspection rights are requested;
 - (ii) Obtain from the Secretary, upon written demand and tender of a reasonable charge, a list of names, addresses, and voting rights of those

members entitled to vote for the election of Directors as of the most recent record date for which it has been compiled or as of a date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified as the date as of which the list is to be compiled.

- (b) The rights set forth in Subsection (a) of this Bylaw Section may be exercised by any member or members possessing five percent (5%) or more of the voting power for a purpose reasonably related to the members' interest as members. The Cooperative may deny access to the membership list where it reasonably believes that the information therein will be used for another purpose or where the Cooperative provides a reasonable alternative pursuant to Section 10.03(c) of these Bylaws.
- (c) The Cooperative may within ten (10) days after receiving a demand, deliver a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the membership list. An alternative method that reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made pursuant to Section 8.03(a) of these Bylaws shall be a reasonable alternative unless the Cooperative fails to do the things that it offered to do within a reasonable time after acceptance of the offer. Any rejection of the offer shall be in writing and indicate the reasons the proposed alternative does not meet the proper purpose of the demand.
- (d) The Class A members shall have the right, if requested by a majority of the Class A Directors, to independently audit the books and records of the Cooperative at any time, but no more than once per year. The Cooperative shall fully cooperate in such audits and promptly provide the documents and information requested by the Class A members. The documents may be provided by the Class A members only to the persons or entities that are performing the audit or as required by law under the California Public Records Act (Cal. Gov't Code § 6250, et seq. The costs of any such audit shall be borne by the Class A members requesting it and shall not be subject to reimbursement by the Cooperative unless the audit reports that the previously stated revenue or net income of the Cooperative varies by more than twenty percent from that found by the auditors employed by the Class A members, so long as the variance in stated revenue or net income exceeds the cost of the audit. The audit shall employ certified public accountants, not in the employ or under other contract with any Class A member.

ARTICLE XI - NON-PROFIT OPERATION

Section 11.01. Fiscal Year

The fiscal year of the Cooperative shall end at the close of the business day on the last day of the month of June of each year.

Section 11.02. Interest or Dividends on Capital Prohibited

The Cooperative shall at all times be operated on a Cooperative non-profit basis for the mutual benefit of its members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its members.

Section 11.03. Patronage Capital

In the furnishing of broadband Services, the Cooperative's operations shall be so conducted that all members will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its members, for all amounts received and receivable from the furnishing of broadband Services in excess of operating cost and expenses properly chargeable against the furnishing of broadband Services. Member-sourced amounts in excess of the operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the members as capital. The Cooperative is obligated to pay by credits to a capital account for each member all such amounts in excess of operating costs and expenses.

All other amounts received by the Cooperative from non-member sourced activities in excess of costs and expenses shall be (a) used to offset any losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated by the Board either (1) to its members on a patronage basis and any amount so allocated shall be included as part of the capital credited to the accounts of members as herein provided, or (2) to a permanent capital account to be held as unallocated equity capital. The Board, in its discretion, may allocate all amounts received and receivable from non-member sourced activities. The amount of any unallocated equity capital shall not be subject to distribution as patronage capital credits but shall be returned to the members and former members in proportion to their patronage upon dissolution of the Cooperative.

The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record to the capital account of each member and the Cooperative shall, within a reasonable time after the close of the fiscal year, notify each member of the amount of capital so credited to his account. All such amounts credited to the capital account of any member shall have the same status as though they had been paid to the member in cash in pursuance of a legal obligation to do so and the member had then furnished the Cooperative corresponding amounts for capital.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members; PROVIDED, insofar as gains may at that time be realized from the sale of any appreciated asset, such gains shall be distributed to all persons who were members during the period the asset was owned by the Cooperative in proportion to the amount of business done by such members during that period insofar as is practicable, as determined by the Board of Directors, before any payments are made on account of property rights of members.

If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital credited to patrons' accounts may be retired in full or in part in a manner as may be determined by the Board of Directors, including retirement on a discounted basis, except that any such capital retired to a member shall first be applied to any outstanding balance due the Cooperative, together with interest at the legal rate of interest allowed on judgments in the state of California in effect when such amount became overdue, compounded annually. In no event, however, may any such capital be retired unless after the proposed retirement, the capital of the Cooperative shall equal at least thirty per cent (30%) of the total assets of the Cooperative.

Except for the Class A Members, each person who becomes a member of this Cooperative consents to include in his or her gross income for federal income tax purposes the amount of any capital credit paid to him or her by this Cooperative in money (by retirement, as set forth above) or by written notice of allocation (as defined in the Internal Revenue Code), except to the extent that such capital credit is not income to the member pursuant to the Internal Revenue Code. The term "capital credit," as used herein, shall have the same meaning as the term "patronage dividend," as used in the Internal Revenue Code.

Capital credited to the account of each member shall be assignable only on the books of the Cooperative, pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such member's premises served by the Cooperative unless the Board, acting under policies of general application, shall determine otherwise.

Section 11.04. Escheat

This Bylaw is intended to comply with California Corporation Code Section 12446. If a member cannot be located for a period of two (2) years as evidenced by the return of his/her mail and by no record of business transacted at the Cooperative, the thereafter the Cooperative shall do the following:

- (a) The Cooperative shall place that member on inactive status; and The Cooperative shall give to the affected member at least one hundred twenty (120) days prior notice of the Cooperative's proposed transfer date of the proprietary interest to the Cooperative. Notice shall be provided by first or second class mail to the last address of the member shown in the corporation records and by publication in the newspaper of general circulation in which the Cooperative has its principal office,

and, in addition, in the county in which the member received service. Notice given in the foregoing manner shall be deemed actual notice.

- (b) No proprietary interest shall become the property of the Cooperative if written notice objecting thereto is received by the corporation from the affected member prior to the date of the proposed transfer. If there is no objection to the transfer of the proprietary interest from the member to the corporation, then said proprietary interest shall become the property of the corporation on the transfer date which shall be at least one hundred twenty (120) days from the date of notice.
- (c) A proprietary interest shall mean and include any membership, membership certificate, membership share, share certificate or any share certificate of any class representing a proprietary interest in and issued by the corporation together with all accrued and unpaid dividends and patronage distributions (capital credit retirements) relating thereto.

ARTICLE XII - DISPOSITION OF PROPERTY

- (a) The Board of Directors shall have full power and authority, without authorization by the members, to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust, or the pledging or encumbering of any or all of the property, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired and wherever situated, as well as the revenues therefrom, all on such terms and conditions as the Board of Directors shall determine, to secure any indebtedness of the Cooperative.
- (b) The Cooperative may not otherwise sell, lease, or dispose of more than fifteen (15%) percent of the Cooperative's total assets, less depreciation, as reflected on the books of the Cooperative at the time of the transaction, unless such sale, lease or other disposition is authorized by the affirmative vote of not less than a majority of the members voting on the transaction if the number of members voting to approve it constitute a majority of all the members of the Cooperative. The notice of such proposed sale, lease, or other disposition shall be contained in the notice of the meeting.
- (c) Notwithstanding the foregoing, the Cooperative shall not have the right, authority or permission to sell lease, or dispose of any asset belonging to the Class A Members, or any of them, without the express written agreement of the Board of Supervisors of the affected Class A Member(s). Nothing in these Bylaws is intended to or shall be deemed to grant such authority to the Cooperative or its Board of Directors.

- (d) A special meeting may be called by the Board of Directors in compliance with applicable law where the approval of the members is necessary under this Article.

ARTICLE XIII - BYLAW CHANGES

Section 13.01. Bylaw Changes by the Board

The Board of Directors may amend these Bylaws unless such action would:

- (a) Materially and adversely affect the rights or obligations of members as to voting, dissolution, redemption transfer, distributions, patronage distributions, patronage, property rights, or rights to repayment of contributed capital;
- (b) Increase or decrease the number of members or shares authorized in total or for any class;
- (c) Effect an exchange, reclassification, or cancellation of all or part of the memberships or shares;
- (d) Authorize a new class of memberships or shares;
- (e) Change the minimum or maximum number of Directors;
- (f) Extend the term of a Director beyond that for which the Director was elected or increase the terms of the Directors;
- (g) Allow all or any portion of the Directors to hold office by virtue of designation or selection rather than by election by the members;
- (h) Allow the Board to fill vacancies occurring in the Board by reason of the removal of Directors;
- (i) Eliminate the permanent seat of a Class A Member on the Board of Directors or amend or repeal any provision that expressly references Class A Members; or
- (j) Eliminate the requirement that the Board of Directors approve the budget of the Executive Committee.

Section 13.02. Bylaw Changes by the Members

Where the Board of Directors is denied the right to adopt, amend, or repeal these Bylaws pursuant to Section 13.01 of these Bylaws, these Bylaws shall be adopted, amended, or repealed by approval of the members.

CERTIFICATE OF SECRETARY OF CALIFORNIA BROADBAND COOPERATIVE, INC.

I Robert Volker hereby certify that I am presently the duly elected Secretary of this Cooperative and that the foregoing Bylaws, consisting of 31 pages, are the Amended and Restated Bylaws of this Cooperative, as adopted by the Board of Directors on October 4, 2018.

Dated: October 9, 2018

Robert Volker
Robert Volker, Secretary





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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: CAO

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Resolution Amending the At-Will Employee Salary Matrix

AGENDA DESCRIPTION:

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

A Resolution of the Mono County Board of Supervisors Adopting a Revised Salary Matrix Applicable to At-Will Employee and Elected Department Heads to Reclassify the District Attorney Operations and Program Supervisor Position, and Superseding and Replacing R22-98.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

The proposed change has no current fiscal impact as the incumbent is currently making a salary in the revised Range.

CONTACT NAME: Cheyenne Stone

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

SEND COPIES TO:

Cheyenne Stone

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Allocation List Revision Exhibit A
<input type="checkbox"/> Allocation List Revision Exhibit A - Redline

History

Time	Who	Approval
10/25/2022 11:55 AM	County Counsel	Yes
10/26/2022 7:00 AM	Finance	Yes
10/28/2022 10:12 AM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Robert C. Lawton
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

CHAIR

Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggans

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Chief N. Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

To be appointed

PROBATION

Karin Humiston

PUBLIC HEALTH

To be appointed

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors

From: Robert C. Lawton, CAO

Date: November 1, 2022

Re: Revising At-Will Salary Matrix for District Attorney
 Operations and Program Supervisor Position

Recommended Action

Revise the At-Will Salary Matrix to reclassify the District Attorney Operations and Program Supervisor position (At-Will Salary Range 8, \$74,286 to \$90,295).

Discussion

When the At-Will Salary Matrix was implemented in July 2021, the position of District Attorney Operations and Program Supervisor Position was incorrectly slotted into Range 4. When renewing the at-will contract with the incumbent in the position, it was determined the duties and responsibilities of the position are higher in scope and the position should be placed at Range 8 on the matrix. I am recommending changing the position to Range 8 on the At-Will Salary Matrix, from Range 4.



R22-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING A REVISED SALARY MATRIX APPLICABLE TO AT-WILL EMPLOYEES AND ELECTED DEPARTMENT HEADS TO RECLASSIFY AND CHANGE THE TITLE FOR ONE POSITION, AND SUPERSEDING AND REPLACING R22-108

WHEREAS, on June 15, 2021, the Board of Supervisors adopted Resolution R21-45 implementing a salary matrix applicable to the County’s at-will and elected management level positions based on a management compensation analysis prepared by Ralph Anderson & Associates (the “At-Will Salary Matrix”); and

WHEREAS, since adoption of R21-45, on May 3, 2022, the Board of Supervisors adopted Resolution R22-45, replaced by Resolution R22-98, replaced by Resolution R22-108 amending the adopted salary matrix; and

WHEREAS, the County now wishes to reclassify the District Attorney Operations and Program Supervisor Position to align with actual salary for that position and to update the At-Will Salary Matrix accordingly;

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

SECTION ONE: The salary matrix attached hereto as Exhibit A and incorporated by this reference is hereby adopted and shall be implemented effective November 1, 2022.

SECTION TWO: This Resolution shall supersede and replace in its entirety Resolution R22-108, which shall be of no further force and effect.

PASSED, APPROVED and ADOPTED this 1st day of November, 2022, by the following vote, to wit:

/////

/////

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/////

1 **AYES:**

2 **NOES:**

3 **ABSENT:**

4 **ABSTAIN:**

Bob Gardner, Chair
Mono County Board of Supervisors

7
8 **ATTEST:**

APPROVED AS TO FORM:

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10 _____
Clerk of the Board

County Counsel

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EXHIBIT A

**Mono County
Salary Matrix
5% between ranges; 5% between steps**

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	1	Hourly	\$ 25.38	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85
		Bi-weekly	\$ 2,031	\$ 2,132	\$ 2,239	\$ 2,351	\$ 2,468
		Monthly	\$ 4,399	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,348
		Annual	\$ 52,794	\$ 55,433	\$ 58,205	\$ 61,115	\$ 64,171
HR Specialist	2	Hourly	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85	\$ 32.39
		Bi-weekly	\$ 2,132	\$ 2,239	\$ 2,351	\$ 2,468	\$ 2,592
		Monthly	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,348	\$ 5,615
		Annual	\$ 55,433	\$ 58,205	\$ 61,115	\$ 64,171	\$ 67,379
	3	Hourly	\$ 27.98	\$ 29.38	\$ 30.85	\$ 32.39	\$ 34.01
		Bi-weekly	\$ 2,239	\$ 2,351	\$ 2,468	\$ 2,592	\$ 2,721
		Monthly	\$ 4,850	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896
		Annual	\$ 58,205	\$ 61,115	\$ 64,171	\$ 67,379	\$ 70,748
	4	Hourly	\$ 29.38	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71
		Bi-weekly	\$ 2,351	\$ 2,468	\$ 2,592	\$ 2,721	\$ 2,857
		Monthly	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,190
		Annual	\$ 61,115	\$ 64,171	\$ 67,379	\$ 70,748	\$ 74,286
HR Generalist	5	Hourly	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50
		Bi-weekly	\$ 2,468	\$ 2,592	\$ 2,721	\$ 2,857	\$ 3,000
		Monthly	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500
		Annual	\$ 64,171	\$ 67,379	\$ 70,748	\$ 74,286	\$ 78,000
Director of Animal Services	6	Hourly	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50	\$ 39.38
		Bi-weekly	\$ 2,592	\$ 2,721	\$ 2,857	\$ 3,000	\$ 3,150
		Monthly	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825
		Annual	\$ 67,379	\$ 70,748	\$ 74,286	\$ 78,000	\$ 81,900
	7	Hourly	\$ 34.01	\$ 35.71	\$ 37.50	\$ 39.38	\$ 41.34
		Bi-weekly	\$ 2,721	\$ 2,857	\$ 3,000	\$ 3,150	\$ 3,308
		Monthly	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825	\$ 7,166
		Annual	\$ 70,748	\$ 74,286	\$ 78,000	\$ 81,900	\$ 85,995
DA Operations and Program Supervisor	8	Hourly	\$ 35.71	\$ 37.50	\$ 39.38	\$ 41.34	\$ 43.41
		Bi-weekly	\$ 2,857	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473
		Monthly	\$ 6,190	\$ 6,500	\$ 6,825	\$ 7,166	\$ 7,525
		Annual	\$ 74,286	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295
Assistant to the CAO Public Works Project Manager Solid Waste Superintendent Outdoor Recreation Manager	9	Hourly	\$ 37.50	\$ 39.38	\$ 41.34	\$ 43.41	\$ 45.58
		Bi-weekly	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
		Monthly	\$ 6,500	\$ 6,825	\$ 7,166	\$ 7,525	\$ 7,901
		Annual	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809
Assistant Clerk / Recorder	10	Hourly	\$ 39.38	\$ 41.34	\$ 43.41	\$ 45.58	\$ 47.86
		Bi-weekly	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829
		Monthly	\$ 6,825	\$ 7,166	\$ 7,525	\$ 7,901	\$ 8,296
		Annual	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550
Deputy County Counsel I District Attorney Investigator II Parks and Facilities Superintendent	11	Hourly	\$ 41.34	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25
		Bi-weekly	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020
		Monthly	\$ 7,166	\$ 7,525	\$ 7,901	\$ 8,296	\$ 8,711
		Annual	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550	\$ 104,527
Risk Manager Economic Development Manager	12	Hourly	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.77
		Bi-weekly	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221
		Monthly	\$ 7,525	\$ 7,901	\$ 8,296	\$ 8,711	\$ 9,146
		Annual	\$ 90,295	\$ 94,809	\$ 99,550	\$ 104,527	\$ 109,754
Assistant Assessor Deputy County Counsel II	13	Hourly	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.77	\$ 55.40
		Bi-weekly	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432

Mono County
Salary Matrix
5% between ranges; 5% between steps

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Environmental Health Manager		Monthly	\$ 7,901	\$ 8,296	\$ 8,711	\$ 9,146	\$ 9,603
		Annual	\$ 94,809	\$ 99,550	\$ 104,527	\$ 109,754	\$ 115,242
County Clerk / Recorder							
Assistant Director of Finance	14	Hourly	\$ 47.86	\$ 50.25	\$ 52.77	\$ 55.40	\$ 58.18
Housing Coordinator		Bi-weekly	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654
Roads Operations and Fleet Superintendent		Monthly	\$ 8,296	\$ 8,711	\$ 9,146	\$ 9,603	\$ 10,084
Child and Adult Services Manager		Annual	\$ 99,550	\$ 104,527	\$ 109,754	\$ 115,242	\$ 121,004
Deputy County Counsel III	15	Hourly	\$ 50.25	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08
Deputy District Attorney III		Bi-weekly	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887
District Attorney Chief Investigator		Monthly	\$ 8,711	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588
County Engineer		Annual	\$ 104,527	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054
County Assessor	16	Hourly	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08	\$ 64.14
Director of Economic Development		Bi-weekly	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131
		Monthly	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588	\$ 11,117
		Annual	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054	\$ 133,406
Chief of Emergency Medical Services	17	Hourly	\$ 55.40	\$ 58.18	\$ 61.08	\$ 64.14	\$ 67.34
Budget Officer		Bi-weekly	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388
		Monthly	\$ 9,603	\$ 10,084	\$ 10,588	\$ 11,117	\$ 11,673
		Annual	\$ 115,242	\$ 121,004	\$ 127,054	\$ 133,406	\$ 140,077
Assistant County Counsel	18	Hourly	\$ 58.18	\$ 61.08	\$ 64.14	\$ 67.34	\$ 70.71
Assistant District Attorney		Bi-weekly	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657
Director of Behavioral Health		Monthly	\$ 10,084	\$ 10,588	\$ 11,117	\$ 11,673	\$ 12,257
Director of Community Development		Annual	\$ 121,004	\$ 127,054	\$ 133,406	\$ 140,077	\$ 147,081
Director of Public Health							
Director of Social Services							
Chief Probation Officer	19	Hourly	\$ 61.08	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.25
Undersheriff		Bi-weekly	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940
		Monthly	\$ 10,588	\$ 11,117	\$ 11,673	\$ 12,257	\$ 12,870
		Annual	\$ 127,054	\$ 133,406	\$ 140,077	\$ 147,081	\$ 154,435
Director of Public Works / Road Operations	20	Hourly	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.25	\$ 77.96
		Bi-weekly	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237
		Monthly	\$ 11,117	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513
		Annual	\$ 133,406	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156
Assistant County Administrative Officer	21	Hourly	\$ 67.34	\$ 70.71	\$ 74.25	\$ 77.96	\$ 81.86
Chief People Officer		Bi-weekly	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237	\$ 6,549
District Attorney		Monthly	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513	\$ 14,189
Director of Finance		Annual	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156	\$ 170,264
Director of Information Technology							
Sheriff-Coroner	22	Hourly	\$ 70.71	\$ 74.25	\$ 77.96	\$ 81.86	\$ 85.95
		Bi-weekly	\$ 5,657	\$ 5,940	\$ 6,237	\$ 6,549	\$ 6,876
		Monthly	\$ 12,257	\$ 12,870	\$ 13,513	\$ 14,189	\$ 14,898
		Annual	\$ 147,081	\$ 154,435	\$ 162,156	\$ 170,264	\$ 178,777
	23	Hourly	\$ 74.25	\$ 77.96	\$ 81.86	\$ 85.95	\$ 90.25
		Bi-weekly	\$ 5,940	\$ 6,237	\$ 6,549	\$ 6,876	\$ 7,220
		Monthly	\$ 12,870	\$ 13,513	\$ 14,189	\$ 14,898	\$ 15,643
		Annual	\$ 154,435	\$ 162,156	\$ 170,264	\$ 178,777	\$ 187,716
	24	Hourly	\$ 77.96	\$ 81.86	\$ 85.95	\$ 90.25	\$ 94.76
		Bi-weekly	\$ 6,237	\$ 6,549	\$ 6,876	\$ 7,220	\$ 7,581
		Monthly	\$ 13,513	\$ 14,189	\$ 14,898	\$ 15,643	\$ 16,425
		Annual	\$ 162,156	\$ 170,264	\$ 178,777	\$ 187,716	\$ 197,102
County Administrative Officer	25	Hourly	\$ 81.86	\$ 85.95	\$ 90.25	\$ 94.76	\$ 99.50
County Counsel		Bi-weekly	\$ 6,549	\$ 6,876	\$ 7,220	\$ 7,581	\$ 7,960
		Monthly	\$ 14,189	\$ 14,898	\$ 15,643	\$ 16,425	\$ 17,246
		Annual	\$ 170,264	\$ 178,777	\$ 187,716	\$ 197,102	\$ 206,957

Mono County
Salary Matrix
5% between ranges; 5% between steps

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	26	Hourly	\$ 85.95	\$ 90.25	\$ 94.76	\$ 99.50	\$ 104.47
		Bi-weekly	\$ 6,876	\$ 7,220	\$ 7,581	\$ 7,960	\$ 8,358
		Monthly	\$ 14,898	\$ 15,643	\$ 16,425	\$ 17,246	\$ 18,109
		Annual	\$ 178,777	\$ 187,716	\$ 197,102	\$ 206,957	\$ 217,305
Public Health Officer	27	Hourly	\$ 90.25	\$ 94.76	\$ 99.50	\$ 104.47	\$ 109.70
		Bi-weekly	\$ 7,220	\$ 7,581	\$ 7,960	\$ 8,358	\$ 8,776
		Monthly	\$ 15,643	\$ 16,425	\$ 17,246	\$ 18,109	\$ 19,014
		Annual	\$ 187,716	\$ 197,102	\$ 206,957	\$ 217,305	\$ 228,170
	28	Hourly	\$ 94.76	\$ 99.50	\$ 104.47	\$ 109.70	\$ 115.18
		Bi-weekly	\$ 7,581	\$ 7,960	\$ 8,358	\$ 8,776	\$ 9,215
		Monthly	\$ 16,425	\$ 17,246	\$ 18,109	\$ 19,014	\$ 19,965
		Annual	\$ 197,102	\$ 206,957	\$ 217,305	\$ 228,170	\$ 239,579
	29	Hourly	\$ 99.50	\$ 104.47	\$ 109.70	\$ 115.18	\$ 120.94
		Bi-weekly	\$ 7,960	\$ 8,358	\$ 8,776	\$ 9,215	\$ 9,675
		Monthly	\$ 17,246	\$ 18,109	\$ 19,014	\$ 19,965	\$ 20,963
		Annual	\$ 206,957	\$ 217,305	\$ 228,170	\$ 239,579	\$ 251,558
	30	Hourly	\$ 104.47	\$ 109.70	\$ 115.18	\$ 120.94	\$ 126.99
		Bi-weekly	\$ 8,358	\$ 8,776	\$ 9,215	\$ 9,675	\$ 10,159
		Monthly	\$ 18,109	\$ 19,014	\$ 19,965	\$ 20,963	\$ 22,011
		Annual	\$ 217,305	\$ 228,170	\$ 239,579	\$ 251,558	\$ 264,136

EXHIBIT A

**Mono County
Salary Matrix
5% between ranges; 5% between steps**

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	1	Hourly	\$ 25.38	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85
		Bi-weekly	\$ 2,031	\$ 2,132	\$ 2,239	\$ 2,351	\$ 2,468
		Monthly	\$ 4,399	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,348
		Annual	\$ 52,794	\$ 55,433	\$ 58,205	\$ 61,115	\$ 64,171
HR Specialist	2	Hourly	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85	\$ 32.39
		Bi-weekly	\$ 2,132	\$ 2,239	\$ 2,351	\$ 2,468	\$ 2,592
		Monthly	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,348	\$ 5,615
		Annual	\$ 55,433	\$ 58,205	\$ 61,115	\$ 64,171	\$ 67,379
	3	Hourly	\$ 27.98	\$ 29.38	\$ 30.85	\$ 32.39	\$ 34.01
		Bi-weekly	\$ 2,239	\$ 2,351	\$ 2,468	\$ 2,592	\$ 2,721
		Monthly	\$ 4,850	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896
		Annual	\$ 58,205	\$ 61,115	\$ 64,171	\$ 67,379	\$ 70,748
DA Operations and Program Supervisor	4	Hourly	\$ 29.38	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71
		Bi-weekly	\$ 2,351	\$ 2,468	\$ 2,592	\$ 2,721	\$ 2,857
		Monthly	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,190
		Annual	\$ 61,115	\$ 64,171	\$ 67,379	\$ 70,748	\$ 74,286
HR Generalist	5	Hourly	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50
		Bi-weekly	\$ 2,468	\$ 2,592	\$ 2,721	\$ 2,857	\$ 3,000
		Monthly	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500
		Annual	\$ 64,171	\$ 67,379	\$ 70,748	\$ 74,286	\$ 78,000
Director of Animal Services	6	Hourly	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50	\$ 39.38
		Bi-weekly	\$ 2,592	\$ 2,721	\$ 2,857	\$ 3,000	\$ 3,150
		Monthly	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825
		Annual	\$ 67,379	\$ 70,748	\$ 74,286	\$ 78,000	\$ 81,900
	7	Hourly	\$ 34.01	\$ 35.71	\$ 37.50	\$ 39.38	\$ 41.34
		Bi-weekly	\$ 2,721	\$ 2,857	\$ 3,000	\$ 3,150	\$ 3,308
		Monthly	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825	\$ 7,166
		Annual	\$ 70,748	\$ 74,286	\$ 78,000	\$ 81,900	\$ 85,995
DA Operations and Program Supervisor	8	Hourly	\$ 35.71	\$ 37.50	\$ 39.38	\$ 41.34	\$ 43.41
		Bi-weekly	\$ 2,857	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473
		Monthly	\$ 6,190	\$ 6,500	\$ 6,825	\$ 7,166	\$ 7,525
		Annual	\$ 74,286	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295
Assistant to the CAO Public Works Project Manager Solid Waste Superintendent Outdoor Recreation Manager	9	Hourly	\$ 37.50	\$ 39.38	\$ 41.34	\$ 43.41	\$ 45.58
		Bi-weekly	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
		Monthly	\$ 6,500	\$ 6,825	\$ 7,166	\$ 7,525	\$ 7,901
		Annual	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809
Assistant Clerk / Recorder	10	Hourly	\$ 39.38	\$ 41.34	\$ 43.41	\$ 45.58	\$ 47.86
		Bi-weekly	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829
		Monthly	\$ 6,825	\$ 7,166	\$ 7,525	\$ 7,901	\$ 8,296
		Annual	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550
Deputy County Counsel I District Attorney Investigator II Parks and Facilities Superintendent	11	Hourly	\$ 41.34	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25
		Bi-weekly	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020
		Monthly	\$ 7,166	\$ 7,525	\$ 7,901	\$ 8,296	\$ 8,711
		Annual	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550	\$ 104,527
Risk Manager Economic Development Manager	12	Hourly	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.77
		Bi-weekly	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221
		Monthly	\$ 7,525	\$ 7,901	\$ 8,296	\$ 8,711	\$ 9,146
		Annual	\$ 90,295	\$ 94,809	\$ 99,550	\$ 104,527	\$ 109,754
Assistant Assessor Deputy County Counsel II	13	Hourly	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.77	\$ 55.40
		Bi-weekly	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432

Mono County
Salary Matrix
5% between ranges; 5% between steps

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Environmental Health Manager		Monthly	\$ 7,901	\$ 8,296	\$ 8,711	\$ 9,146	\$ 9,603
		Annual	\$ 94,809	\$ 99,550	\$ 104,527	\$ 109,754	\$ 115,242
County Clerk / Recorder							
Assistant Director of Finance	14	Hourly	\$ 47.86	\$ 50.25	\$ 52.77	\$ 55.40	\$ 58.18
Housing Coordinator		Bi-weekly	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654
Roads Operations and Fleet Superintendent		Monthly	\$ 8,296	\$ 8,711	\$ 9,146	\$ 9,603	\$ 10,084
Child and Adult Services Manager		Annual	\$ 99,550	\$ 104,527	\$ 109,754	\$ 115,242	\$ 121,004
Deputy County Counsel III	15	Hourly	\$ 50.25	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08
Deputy District Attorney III		Bi-weekly	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887
District Attorney Chief Investigator		Monthly	\$ 8,711	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588
County Engineer		Annual	\$ 104,527	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054
County Assessor	16	Hourly	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08	\$ 64.14
Director of Economic Development		Bi-weekly	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131
		Monthly	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588	\$ 11,117
		Annual	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054	\$ 133,406
Chief of Emergency Medical Services	17	Hourly	\$ 55.40	\$ 58.18	\$ 61.08	\$ 64.14	\$ 67.34
Budget Officer		Bi-weekly	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388
		Monthly	\$ 9,603	\$ 10,084	\$ 10,588	\$ 11,117	\$ 11,673
		Annual	\$ 115,242	\$ 121,004	\$ 127,054	\$ 133,406	\$ 140,077
Assistant County Counsel	18	Hourly	\$ 58.18	\$ 61.08	\$ 64.14	\$ 67.34	\$ 70.71
Assistant District Attorney		Bi-weekly	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657
Director of Behavioral Health		Monthly	\$ 10,084	\$ 10,588	\$ 11,117	\$ 11,673	\$ 12,257
Director of Community Development		Annual	\$ 121,004	\$ 127,054	\$ 133,406	\$ 140,077	\$ 147,081
Director of Public Health							
Director of Social Services							
Chief Probation Officer	19	Hourly	\$ 61.08	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.25
Undersheriff		Bi-weekly	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940
		Monthly	\$ 10,588	\$ 11,117	\$ 11,673	\$ 12,257	\$ 12,870
		Annual	\$ 127,054	\$ 133,406	\$ 140,077	\$ 147,081	\$ 154,435
Director of Public Works / Road Operations	20	Hourly	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.25	\$ 77.96
		Bi-weekly	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237
		Monthly	\$ 11,117	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513
		Annual	\$ 133,406	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156
Assistant County Administrative Officer	21	Hourly	\$ 67.34	\$ 70.71	\$ 74.25	\$ 77.96	\$ 81.86
Chief People Officer		Bi-weekly	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237	\$ 6,549
District Attorney		Monthly	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513	\$ 14,189
Director of Finance		Annual	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156	\$ 170,264
Director of Information Technology							
Sheriff-Coroner	22	Hourly	\$ 70.71	\$ 74.25	\$ 77.96	\$ 81.86	\$ 85.95
		Bi-weekly	\$ 5,657	\$ 5,940	\$ 6,237	\$ 6,549	\$ 6,876
		Monthly	\$ 12,257	\$ 12,870	\$ 13,513	\$ 14,189	\$ 14,898
		Annual	\$ 147,081	\$ 154,435	\$ 162,156	\$ 170,264	\$ 178,777
	23	Hourly	\$ 74.25	\$ 77.96	\$ 81.86	\$ 85.95	\$ 90.25
		Bi-weekly	\$ 5,940	\$ 6,237	\$ 6,549	\$ 6,876	\$ 7,220
		Monthly	\$ 12,870	\$ 13,513	\$ 14,189	\$ 14,898	\$ 15,643
		Annual	\$ 154,435	\$ 162,156	\$ 170,264	\$ 178,777	\$ 187,716
	24	Hourly	\$ 77.96	\$ 81.86	\$ 85.95	\$ 90.25	\$ 94.76
		Bi-weekly	\$ 6,237	\$ 6,549	\$ 6,876	\$ 7,220	\$ 7,581
		Monthly	\$ 13,513	\$ 14,189	\$ 14,898	\$ 15,643	\$ 16,425
		Annual	\$ 162,156	\$ 170,264	\$ 178,777	\$ 187,716	\$ 197,102
County Administrative Officer	25	Hourly	\$ 81.86	\$ 85.95	\$ 90.25	\$ 94.76	\$ 99.50
County Counsel		Bi-weekly	\$ 6,549	\$ 6,876	\$ 7,220	\$ 7,581	\$ 7,960
		Monthly	\$ 14,189	\$ 14,898	\$ 15,643	\$ 16,425	\$ 17,246
		Annual	\$ 170,264	\$ 178,777	\$ 187,716	\$ 197,102	\$ 206,957

Mono County
Salary Matrix
5% between ranges; 5% between steps

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	26	Hourly	\$ 85.95	\$ 90.25	\$ 94.76	\$ 99.50	\$ 104.47
		Bi-weekly	\$ 6,876	\$ 7,220	\$ 7,581	\$ 7,960	\$ 8,358
		Monthly	\$ 14,898	\$ 15,643	\$ 16,425	\$ 17,246	\$ 18,109
		Annual	\$ 178,777	\$ 187,716	\$ 197,102	\$ 206,957	\$ 217,305
Public Health Officer	27	Hourly	\$ 90.25	\$ 94.76	\$ 99.50	\$ 104.47	\$ 109.70
		Bi-weekly	\$ 7,220	\$ 7,581	\$ 7,960	\$ 8,358	\$ 8,776
		Monthly	\$ 15,643	\$ 16,425	\$ 17,246	\$ 18,109	\$ 19,014
		Annual	\$ 187,716	\$ 197,102	\$ 206,957	\$ 217,305	\$ 228,170
	28	Hourly	\$ 94.76	\$ 99.50	\$ 104.47	\$ 109.70	\$ 115.18
		Bi-weekly	\$ 7,581	\$ 7,960	\$ 8,358	\$ 8,776	\$ 9,215
		Monthly	\$ 16,425	\$ 17,246	\$ 18,109	\$ 19,014	\$ 19,965
		Annual	\$ 197,102	\$ 206,957	\$ 217,305	\$ 228,170	\$ 239,579
	29	Hourly	\$ 99.50	\$ 104.47	\$ 109.70	\$ 115.18	\$ 120.94
		Bi-weekly	\$ 7,960	\$ 8,358	\$ 8,776	\$ 9,215	\$ 9,675
		Monthly	\$ 17,246	\$ 18,109	\$ 19,014	\$ 19,965	\$ 20,963
		Annual	\$ 206,957	\$ 217,305	\$ 228,170	\$ 239,579	\$ 251,558
	30	Hourly	\$ 104.47	\$ 109.70	\$ 115.18	\$ 120.94	\$ 126.99
		Bi-weekly	\$ 8,358	\$ 8,776	\$ 9,215	\$ 9,675	\$ 10,159
		Monthly	\$ 18,109	\$ 19,014	\$ 19,965	\$ 20,963	\$ 22,011
		Annual	\$ 217,305	\$ 228,170	\$ 239,579	\$ 251,558	\$ 264,136



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: District Attorney

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Tim Kendall, District Attorney

SUBJECT Employment Agreement - District Attorney Chief Investigator

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Chris Callinan as District Attorney Chief Investigator, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22-___, approving a contract with Chris Callinan as District Attorney Chief Investigator, 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 full cost of salary and benefits for an entire fiscal year is approximately \$172,709, of which \$131,112 is salary and \$41,597 is benefits. This is included in the adopted budget. Additionally, this item includes ARPA spending of \$5,132 as the cost of essential worker pay, which was not included in the adopted budget.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: 760-924-1714 / TKendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
10/26/2022 9:02 AM	County Counsel	Yes
10/26/2022 6:56 AM	Finance	Yes
10/28/2022 10:13 AM	County Administrative Office	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
1290 Tavern Road, PO Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

To: Board of Supervisors
From: Tim Kendall, District Attorney
Date: November 1, 2022
Re: Employment Agreement with Chris Callinan

Recommended Action

Adopt Resolution #R22-___, approving a contract with Chris Callinan as Chief District Attorney Investigator and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

Discussion

It is the desire of the District Attorney to renew a contract with Chief Investigator Chris Callinan. Mr. Callinan has been working out of contract for a lengthy period time and it is incumbent that a renewal contract be executed, and his service be retained. Mr. Callinan has been the Chief Investigator now for over 3 years and has done an exemplary job. His vast training, knowledge and experience has been invaluable to this office, victims, and the law enforcement community.

**EMPLOYMENT AGREEMENT OF CHRIS CALLINAN
AS CHIEF INVESTIGATOR FOR MONO COUNTY**

This Agreement is entered into by and between Chris Callinan and the County of Mono (hereinafter “County”).

I. RECITALS

Chris Callinan (hereinafter “Mr. Callinan”) is currently employed by Mono County as its District Attorney Chief Investigator. The County wishes to continue to employ Mr. Callinan in that capacity in accordance with the terms and conditions set forth in this Agreement. Mr. Callinan wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence November 1, 2022, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Callinan shall continue to be employed by Mono County as its District Attorney Chief Investigator, serving at the will and pleasure of the Mono County District Attorney (hereinafter “District Attorney”). Mr. Callinan accepts such continued employment. The District Attorney shall be deemed the “appointing authority” for all purposes with respect to Mr. Callinan’s employment. The District Attorney and Mr. Callinan will work together to establish specific, measurable, achievable, and realistic performance goals for Mr. Callinan’s work. Mr. Callinan’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the District Attorney in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Callinan’s salary shall be set and maintained at 20% greater than Grade 60, Step E, (which for calendar year 2022 equates to a salary for Mr. Callinan of \$131,112), of the Salary Schedule adopted by and attached to the Memorandum of Understanding Between County of Mono and Mono County Deputy Sheriffs’ Association (DSA) (currently Resolution R22-059 adopted on June 14, 2022). In other words, Mr. Callinan’s salary shall change whenever the rate of pay for Grade 60, Step E of the DSA Salary Schedule changes such that Mr. Callinan’s salary continuously remains at 20% above Grade 60, Step E.
4. As an incentive for Mr. Callinan to maintain the POST Professional Certificate Program which fosters education, training, and professionalism in law enforcement and raises the level of competence of law enforcement officers, he shall receive five percent (5.0%) of his base rate of pay for possession of an Intermediate POST Certificate and seven and a

half percent (7.5%) of his base rate of pay for possession of an Advanced or Supervisory POST Certificate. Mr. Callinan shall be entitled to one (but not both) of these amounts.

5. Mr. Callinan understands that he is responsible for paying nine percent (9%) of salary as the CalPERS employee's contribution and three percent (3%) of salary as a portion of the CalPERS employer's contribution, both on a pre-tax basis. This amount is tied to the contribution currently made by members of the DSA bargaining unit. In the event the employee or employer share contributed by members of that bargaining unit changes, the amount paid by Mr. Callinan shall likewise change.
6. One-time, NonPERSable and Essential Worker Pay – Within 30 days after ratification of this agreement, Mr. Callinan shall receive a one-time, non-PERSable essential worker pay in the amount of \$5,000.00 (five thousand dollars). He may receive this pay either via payroll or as a contribution to his section 401(a) Plan account.
7. Mr. Callinan shall earn and accrue vacation and sick leave in accordance with Sections 23 and 24 of the Memorandum of Understanding Between County of Mono and Mono County Deputy Sheriffs' Association (DSA) (currently Resolution R22-059 adopted on June 14, 2022). Mr. Callinan's vacation and sick leave accrual amounts, caps and other terms shall change whenever the rate of accrual of the DSA members changes. Also, in recognition of the fact that his employment is not exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act (FLSA), Mr. Callinan shall be entitled to overtime pay as provided by the FLSA. Consistent with Mr. Callinan's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Callinan may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Callinan's date of eligibility for or vesting of any non-salary benefits or for any other purpose. In recognition of his at-will employment status, upon termination Mr. Callinan is entitled to be compensated for accrued sick leave in accordance with the "Policy Regarding Benefits of Management-level Officers and Employees," updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County ("**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy.
8. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Callinan's full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the District Attorney.
9. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Callinan 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 (currently 3% at 50 for Mr. Callinan), at the tier applicable to Mr. Callinan's employment, 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 Compensation of At-Will and Elected Management Level Officers and Employees" adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the "**Management Compensation Policy**").

10. Mr. Callinan understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Callinan cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Callinan'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.

Consistent with the "at will" nature of Mr. Callinan's employment, the District Attorney may terminate Mr. Callinan's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Callinan understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules, except to the extent the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his or her discretion, take during Mr. Callinan's employment, except as required by the Public Safety Officers' Procedural Bill of Rights ("POBR") (Title 1, Division 4, Chapter 9.7 of the California Government Code, commencing with section 3300.).

11. In the event of a termination without cause under paragraph 9, Mr. Callinan shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Mr. Callinan shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he or she gives him the notice of termination. For purposes of this


provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Callinan shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons. Mr. Callinan serves as a peace officer within the District Attorney's office and is therefore eligible for Workers' Compensation benefits under Labor Code 4850 and other CalPERS benefits available to peace officers in the event of a work-related injury.

12. Mr. Callinan may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Callinan shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Callinan.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Callinan's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Callinan's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Callinan shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Callinan is convicted of a crime involving abuse of office or position.
15. Mr. Callinan acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Callinan further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

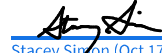
This Agreement is executed by the parties this 1st day of November, 2022.

EMPLOYEE


Chris Callinan (Oct 14, 2022 17:36 PDT)

Chris Callinan

APPROVED AS TO FORM:


Stacey Simon (Oct 17, 2022 09:18 PDT)

COUNTY COUNSEL

THE COUNTY OF MONO

By: Bob Gardner, Chair
Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: District Attorney

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Tim Kendall, District Attorney

SUBJECT Employment Agreement - District Attorney Investigator II

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with John Estridge as District Attorney Investigator II, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22- ___, approving a contract with John Estridge as District Attorney Investigator II, 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 full cost of salary and benefits for an entire fiscal year is approximately \$154,511, of which \$120,186 is salary and \$34,325 is benefits. This is included in the adopted budget. Additionally, this item includes ARPA spending of \$5,132 as the cost of the onetime essential worker pay, which item was not included in the adopted budget.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: 760-924-1714 / TKendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
10/26/2022 12:09 PM	County Counsel	Yes
10/26/2022 6:54 AM	Finance	Yes
10/28/2022 10:14 AM	County Administrative Office	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

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Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
1290 Tavern Road, PO Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

To: Board of Supervisors
From: Tim Kendall, District Attorney
Date: November 1, 2022
Re: Employment Agreement with John Estridge

Recommended Action

Adopt Resolution #R22-___, approving a contract with John Estridge as a District Attorney Investigator II, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

Discussion

It is the desire of the District Attorney to renew a contract with Investigator John Estridge. Mr. Estridge has been working out of contract for a several months and it is incumbent that a renewal contract be executed, and his service be retained. Mr. Estridge has been an Investigator II for over 3 years and has done an excellent job while transitioning from the Sheriff's office to the District Attorney's office. He has an excellent work ethic and goes over and above for victims and the community he serves.

**EMPLOYMENT AGREEMENT OF JOHN ESTRIDGE
AS DISTRICT ATTORNEY INVESTIGATOR II FOR MONO COUNTY**

This Agreement is entered into by and between John Estridge and the County of Mono (hereinafter “County”).

I. RECITALS

John Estridge (hereinafter “Mr. Estridge”) is currently employed by Mono County as its District Attorney Investigator II. The County wishes to continue to employ Mr. Estridge in that capacity in accordance with the terms and conditions set forth in this Agreement. Mr. Estridge wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence November 1, 2022, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Estridge shall continue to be employed by Mono County as its District Attorney Investigator II, serving at the will and pleasure of the Mono County District Attorney (hereinafter “District Attorney”). Mr. Estridge accepts such continued employment. The District Attorney shall be deemed the “appointing authority” for all purposes with respect to Mr. Estridge’s employment. The District Attorney and Mr. Estridge will work together to establish specific, measurable, achievable, and realistic performance goals for Mr. Estridge’s work. Mr. Estridge’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the District Attorney in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Estridge’s salary shall be set and maintained at 10% greater than Grade 60, Step E, (which for calendar year 2022 equates to a salary for Mr. Estridge of \$120,186), of the Salary Schedule adopted by and attached to the Memorandum of Understanding Between County of Mono and Mono County Deputy Sheriffs’ Association (DSA) (currently Resolution R22-059 adopted on June 14, 2022). In other words, Mr. Estridge’s salary shall change whenever the rate of pay for Grade 60, Step E of the DSA Salary Schedule changes such that Mr. Estridge’s salary continuously remains at 10% above Grade 60, Step E.
4. As an incentive for Mr. Estridge to maintain the POST Professional Certificate Program which fosters education, training, and professionalism in law enforcement and raises the level of competence of law enforcement officers, he shall receive five percent (5.0%) of his base rate of pay for possession of an Intermediate POST Certificate and seven and a

half percent (7.5%) of his base rate of pay for possession of an Advanced or Supervisory POST Certificate. Mr. Estridge shall be entitled to one (but not both) of these amounts.

5. Mr. Estridge understands that he is responsible for paying nine percent (9%) of salary as the CalPERS employee's contribution and three percent (3%) of salary as a portion of the CalPERS employer's contribution, both on a pre-tax basis. This amount is tied to the contribution currently made by members of the DSA bargaining unit. In the event the employee or employer share contributed by members of that bargaining unit changes, the amount paid by Mr. Estridge shall likewise change.
6. One-time NonPERSable and Essential Worker Pay – Within 30 days after ratification of this agreement, Mr. Estridge shall receive a one-time, non-PERSable essential worker pay in the amount of \$5,000.00 (five thousand dollars). He may receive this pay either via payroll or as a contribution to his section 401(a) Plan account.
7. Mr. Estridge shall earn and accrue vacation and sick leave in accordance with Sections 23 and 24 of the Memorandum of Understanding Between County of Mono and Mono County Deputy Sheriffs' Association (DSA) (currently Resolution R22-059 adopted on June 14, 2022). Mr. Estridge's vacation and sick leave accrual amounts, caps and other terms shall change whenever the rate of accrual of the DSA members changes. Also, in recognition of the fact that his employment is not exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act (FLSA), Mr. Estridge shall be entitled to overtime pay as provided by the FLSA. Consistent with Mr. Estridge's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Estridge may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Estridge's date of eligibility for or vesting of any non-salary benefits or for any other purpose. In recognition of his at-will employment status, upon termination Mr. Estridge is entitled to be compensated for accrued sick leave in accordance with the "Policy Regarding Benefits of Management-level Officers and Employees," updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County ("**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy.
8. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Estridge's full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the District Attorney.
9. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Estridge 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 (currently 3% at 50 for Mr. Estridge), at the tier applicable to Mr. Estridge's employment, 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 Compensation of At-Will and Elected Management Level Officers and Employees" adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the "**Management Compensation Policy**").

10. Mr. Estridge understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Estridge cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Estridge'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.

Consistent with the "at will" nature of Mr. Estridge's employment, the District Attorney may terminate Mr. Estridge's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Estridge understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules, except to the extent the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his or her discretion, take during Mr. Estridge's employment, except as required by the Public Safety Officers' Procedural Bill of Rights ("POBR") (Title 1, Division 4, Chapter 9.7 of the California Government Code, commencing with section 3300.).

11. In the event of a termination without cause under paragraph 9, Mr. Estridge shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Mr. Estridge shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he or she gives him the notice of termination. For purposes of this

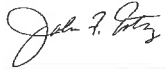
provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Estridge shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons. Mr. Estridge serves as a peace officer within the District Attorney's office and is therefore eligible for Workers' Compensation benefits under Labor Code 4850 and other CalPERS benefits available to peace officers in the event of a work-related injury.

12. Mr. Estridge may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Estridge shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Estridge.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Estridge's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Estridge's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Estridge shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Estridge is convicted of a crime involving abuse of office or position.
15. Mr. Estridge acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Estridge further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed by the parties this _____ day of _____, 2022.

EMPLOYEE



John Estridge

THE COUNTY OF MONO

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:



Stacey Siryon (Oct 14, 2022 16:21 PDT)

COUNTY COUNSEL









(2022) John Estridge REVISED Agreement (SS) 10-14

Final Audit Report

2022-10-14

Created:	2022-10-14
By:	John Craig (jcraig@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3EpLgC9NbVYFntyDX_6-6bi8-IHCIT_u

"(2022) John Estridge REVISED Agreement (SS) 10-14" History

-  Document created by John Craig (jcraig@mono.ca.gov)
2022-10-14 - 11:04:55 PM GMT- IP address: 162.252.88.209
-  Document emailed to John Estridge (jestrIDGE@mono.ca.gov) for signature
2022-10-14 - 11:05:18 PM GMT
-  Email viewed by John Estridge (jestrIDGE@mono.ca.gov)
2022-10-14 - 11:05:58 PM GMT- IP address: 104.192.91.196
-  Document e-signed by John Estridge (jestrIDGE@mono.ca.gov)
Signature Date: 2022-10-14 - 11:11:51 PM GMT - Time Source: server- IP address: 104.192.91.196
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature
2022-10-14 - 11:11:53 PM GMT
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)
2022-10-14 - 11:19:49 PM GMT- IP address: 162.252.88.209
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)
Signature Date: 2022-10-14 - 11:21:18 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Agreement completed.
2022-10-14 - 11:21:18 PM GMT





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: District Attorney

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Tim Kendall, District Attorney

SUBJECT Employment Agreement - District Attorney Operations and Programming Supervisor

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Sarah Gillespie as District Attorney Operations and Programming Supervisor, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22-___, approving a contract with Sarah Gillespie as District Attorney Operations and Programming Supervisor, 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 full cost of salary and benefits for an entire fiscal year is approximately \$121,189 of which \$85,995 is salary and \$35,194 is benefits. This is included in the adopted budget.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: 760-924-1714 / TKendall@mono.ca.gov

SEND COPIES TO:

Cheyenne Stone, Dave Anderson, Gail DuBlanc

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Employment Agreement

History

Time	Who	Approval
10/26/2022 12:00 PM	County Counsel	Yes
10/26/2022 6:45 AM	Finance	Yes
10/28/2022 10:14 AM	County Administrative Office	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
1290 Tavern Road, PO Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

To: Board of Supervisors
From: Tim Kendall, District Attorney
Date: November 1, 2022
Re: Employment Agreement with Sarah Gillespie

Recommended Action

Adopt Resolution #R22-___, approving a contract with Sarah Gillespie as Operations and Programming Supervisor and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

Discussion

Mrs. Gillespie has filled the current position of Operations and Programming Supervisor and Victim/Witness Coordinator for the last 3 years and has been instrumental in the success of this office as well as the revamping and expansion of our Victim/Witness program. Mrs. Gillespie fills a very unique position in Mono County that does not exist in any other District Attorney's office in California. She oversees the office operation of the District Attorney's office as well as all programming within the office which includes Pre-Trial programming and all programming and functions of the Victim/Witness program. In all other California counties, these positions are individual positions and not combined as they are in Mono County. Further, Mrs. Gillespie has become a certified counselor for both Domestic Violence and Sexual Assault victims which is now required by statute as the Victim/Witness Coordinator. She is also required to be on-call 24/7 and responds to support victims and allied agencies and is certified to conduct forensic interviewing of adult and child sexual assault victims. She runs our Witness Relocation Program and the County's Mass Casualty Program for victims, as well as coordinates and conducts numerous trainings regarding victim issues for allied departments. As stated, she runs our Pre-Filing Diversion Program and serves as our Restitution Court Coordinator.

With agreement of County Administration, Mrs. Gillespie's job responsibilities have been identified as unique and furthermore, it is recognized that there are no comparable positions elsewhere. Therefore, based on an analysis of the responsibilities of the position compensation should be adjusted accordingly to move Mrs. Gillespie to Range 8 to allow for organizational growth.

**EMPLOYMENT AGREEMENT OF SARAH GILLESPIE
AS OPERATIONS AND PROGRAMMING SUPERVISOR FOR MONO COUNTY**

This Agreement is entered into by and between Sarah Gillespie and the County of Mono (hereinafter “County”).

I. RECITALS

Sarah Gillespie (hereinafter “Ms. Gillespie”) is currently employed by County as an Operations and Programming Supervisor in the Office of the District Attorney. The County wishes to continue to employ Ms. Gillespie as its Operations and Programming Supervisor in accordance with the terms and conditions set forth in this Agreement. Ms. Gillespie wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence November 1, 2022 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Gillespie shall continue to be employed by Mono County as its Operations and Programming Supervisor, serving at the will and pleasure of the Mono County District Attorney (hereinafter “District Attorney”). Ms. Gillespie accepts such continued employment. The District Attorney shall be deemed the “appointing authority” for all purposes with respect to Ms. Gillespie’s employment. The District Attorney and Ms. Gillespie will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Gillespie’s work. Ms. Gillespie’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the District Attorney in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).
3. Ms. Gillespie’s salary shall be **Range 8, Step D** (\$85,995) as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “**Salary Matrix**”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Gillespie understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act

of 2013 (PEPRA).

5. Ms. Gillespie shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “*Management Benefits Policy*”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that 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 calendar year of service. Ms. Gillespie 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. Consistent with Ms. Gillespie’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Gillespie 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. Gillespie’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Gillespie’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the District Attorney.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Gillespie shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Gillespie’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Gillespie understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Gillespie 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. Gillespie’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-

rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Ms. Gillespie’s employment, the District Attorney may terminate Ms. Gillespie’s employment at any time during this Agreement, without cause. However, should there be a change in the incumbent holding the office of the District Attorney, Ms. Gillespie’s employment shall continue for six (6) months following such change (i.e., following the date when the new District Attorney takes office), unless termination for grounds as specified in Section 2.68.230(B) of the County Code or any successor Code provision, as the same may be amended from time to time, is determined by the County Administrative Officer under advice of County Counsel, subject to the review with the Board of Supervisors in closed session. In either event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Gillespie 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 (Mono County Personnel Rules) 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 her or her discretion, take during Ms. Gillespie’s employment.
10. In the event of a termination without cause under paragraph 9, Ms. Gillespie shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Ms. Gillespie shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Gillespie 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. Gillespie 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. Gillespie shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Gillespie.
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. Gillespie'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. Gillespie'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. Gillespie 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. Gillespie is convicted of a crime involving abuse of office or position.

14. Ms. Gillespie acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Gillespie further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed by the parties this 1st day of November, 2022.

EMPLOYEE


THE COUNTY OF MONO

Sarah Gillespie

Sarah Gillespie

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:



Stacey Simon (Oct 26, 2022 12:23 PDT)

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: District Attorney

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Tim Kendall, District Attorney

SUBJECT Employment Agreement - Deputy District Attorney III

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Todd Graham as Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22- ___, approving a contract with Todd Graham as Deputy District Attorney III, 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 full cost of salary and benefits for an entire fiscal year is approximately \$162,273, of which \$127,054 is salary and \$35,219 is benefits. This is included in the adopted budget.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: 760-924-1714 / TKendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
10/26/2022 9:02 AM	County Counsel	Yes
10/26/2022 6:58 AM	Finance	Yes
10/28/2022 10:14 AM	County Administrative Office	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
Sierra Center Mall, P.O. Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

To: Board of Supervisors
From: Tim Kendall, District Attorney
Date: November 1, 2022
Re: Employment Agreement with Todd Graham

Recommended Action

Adopt Resolution #R22-___, approving a contract with Todd Graham as a Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

Discussion

It is the desire of the District Attorney to renew a contract with Deputy District Attorney Todd Graham. Mr. Graham has been with Mono County serving as a Deputy District Attorney III for the past 6 years. He assists in handling some of the more serious cases that come to our office. His extensive experience has been a tremendous asset, and he has been an effective prosecutor in his role

**EMPLOYMENT AGREEMENT OF TODD GRAHAM
AS DEPUTY DISTRICT ATTORNEY III FOR MONO COUNTY**

This Agreement is entered into by and between Todd Graham and the County of Mono (hereinafter “County”).

I. RECITALS

Todd Graham (hereinafter “Mr. Graham”) is currently employed by Mono County as a Deputy District Attorney III. The County wishes to continue to employ Mr. Graham in that capacity in accordance with the terms and conditions set forth in this Agreement. Mr. Graham wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence November 1, 2022, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Graham shall continue to be employed by Mono County as its Deputy District Attorney III, serving at the will and pleasure of the District Attorney. Mr. Graham accepts such continued employment. The District Attorney shall be deemed the “appointing authority” for all purposes with respect to Mr. Graham’s employment. The District Attorney and Mr. Graham will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Graham’s work. Mr. Graham’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the District Attorney in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Graham’s salary shall continue to be \$127,054, Range 15, Step E as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Graham understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Mr. Graham shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Mr. Graham 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. Consistent with Mr. Graham’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Graham may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Graham’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Graham’s full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the District Attorney.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Graham shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Graham’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Graham understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Graham cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Graham’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Mr. Graham’s employment, the District Attorney may terminate Mr. Graham’s employment at any time during this Agreement, without cause. However, should there be a change in the incumbent holding the office of the District Attorney, Mr. Graham’s employment shall continue for six (6) months following such change (i.e., following the date when the new District Attorney takes office), unless termination for grounds as specified in Section 520 of the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time, is determined by the County Administrative Officer under advice of County Counsel, subject to the review with the Board of Supervisors in closed session. In either event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Graham understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules, except to the extent the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his or her discretion, take during Mr. Graham’s employment.
10. In the event of a termination without cause under paragraph 9, Mr. Graham shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Graham shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Graham shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Graham may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Graham shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Graham.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Graham’s

employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Graham's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Graham shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Graham is convicted of a crime involving abuse of office or position.

14. Mr. Graham acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Graham further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed by the parties this 1st day of November, 2022.

EMPLOYEE

Todd Graham
Todd Graham (Oct 14, 2022 12:37 PDT)

Todd Graham

THE COUNTY OF MONO

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

Stacey Simon
Stacey Simon (Oct 14, 2022 12:52 PDT)

COUNTY COUNSEL










(2022) Todd Graham Agreement (SS)

Final Audit Report

2022-10-14

Created:	2022-10-13
By:	John Craig (jcraig@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOSSImvFcM0zWUh9RRZf7yTBCxsRIQZyj

"(2022) Todd Graham Agreement (SS)" History

-  Document created by John Craig (jcraig@mono.ca.gov)
2022-10-13 - 6:06:18 PM GMT- IP address: 162.252.88.209
-  Document emailed to tgraham@mono.ca.gov for signature
2022-10-13 - 6:06:36 PM GMT
-  Email viewed by tgraham@mono.ca.gov
2022-10-14 - 7:37:35 PM GMT- IP address: 24.121.200.117
-  Signer tgraham@mono.ca.gov entered name at signing as Todd Graham
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-  Document e-signed by Todd Graham (tgraham@mono.ca.gov)
Signature Date: 2022-10-14 - 7:37:59 PM GMT - Time Source: server- IP address: 24.121.200.117
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature
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-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)
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-  Agreement completed.
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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Various

TIME REQUIRED 15 minutes

SUBJECT Communications Site License
Agreement with New Cingular
Wireless

**PERSONS
APPEARING
BEFORE THE
BOARD**

Milan Salva, Interim IT Director and
Stacey Simon, County Counsel

AGENDA DESCRIPTION:

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

Proposed communications site license Agreement between the County of Mono and New Cingular Wireless PCS, LLC for the development of a cellular tower on property owned by the County at the Chalfant Transfer Station.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, communications site license agreement with New Cingular Wireless PCS, LLC to develop a telecommunications site at the Chalfant Transfer Station for an initial license term of 10 years, with four automatic 10-year renewals, for a total of up to 50 years, and payment of an annual license fee starting at \$1,500 for the first year and ending at \$6,198 for the final year, if specified conditions are satisfied. Find that the project is exempt from review under the California Environmental Quality Act (CEQA) because it qualifies for a Class 3 exemption (14 CCR 15303) and no exceptions to the exemption apply. Authorize staff to file a notice of exemption.

FISCAL IMPACT:

The proposed development requires a conditional use permit (CUP) from the County and an amendment to the Joint Technical Documents (JTD) for the Chalfant site. New Cingular Wireless will pay application and processing costs for the CUP and reimburse hard costs up to \$15,000 for the JTD amendment. License fees for the first year (conditioned upon project approval) would be \$1,500.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 17606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

Jon Silva, Eukon Group Jon.silva@eukongroup.com

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff report](#)

[License Agreement](#)

[Zone Drawing](#)

[Propagation Maps](#)

[Correspondence with LEA](#)

History

Time	Who	Approval
10/26/2022 5:43 PM	County Counsel	Yes
10/5/2022 3:33 PM	Finance	Yes
10/28/2022 10:15 AM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
Anne L. Frievalt

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**

Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon, County Counsel
Milan Salva, Interim IT Director
Wendy Sugimura, Community Development Director
Justin Nalder, Solid Waste Superintendent

Date: November 1, 2022

Re: Communications Site License Agreement - Chalfant

Recommended Action

Approve, and authorize Chair to sign, conditional communications site license agreement with New Cingular Wireless PCS, LLC to develop a telecommunications site at the Chalfant Transfer Station for an initial license term of 10 years, with four automatic 10-year renewals, for a total of up to 50 years, and payment of an annual license fee starting at \$1,500 for the first year and ending at \$6,198 for the final year, if specified conditions are satisfied. Find that the project qualifies for a Class 3 categorical exemption (14 CCR 15303) under the California Environmental Quality Act (CEQA) for new small equipment and facilities, and that no exceptions to the exemption apply. Authorize staff to file a notice of exemption.

Strategic Plan Focus Areas Met

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

Discussion

The County has been interested in addressing the lack of cellular service in the Chalfant area for many years. Following unsuccessful attempts to identify a provider who would move a project forward from 2014 through 2019, in 2021, a Request for Proposals (RFP) was issued seeking proposals to license a portion of the closed Chalfant Landfill (currently operating as a solid waste transfer station) for the development of a wireless communications site. One proposal was received – from a contractor associated with AT&T/New Cingular Wireless, EukonGroup.

EukonGroup has diligently pursued the proposal, negotiating the terms and conditions of a site License, developing a detailed site plan and submitting draft application materials to the County's Community Development Department for the required Conditional Use Permit (CUP) for tower construction. Approval of the proposed License Agreement is the next step in the

process. Notably, the License Agreement does not authorize immediate construction –since a CUP must first be considered (and potentially approved) by the Planning Commission and the joint technical documents (JTD) governing the closed landfill site must be amended to allow tower development.

However, the License Agreement does authorize New Cingular Wireless to enter the site for investigatory/pre-construction work and to formally submit its application for CUP. In addition, approval of the License Agreement would trigger action by the County’s solid waste division to commence the process of amending the JTD for the site to allow the additional use. Under the terms of the License Agreement, New Cingular Wireless will reimburse the County’s hard costs for this process – up to \$15,000.

Finally, the License Agreement sets forth timelines (which may be extended if necessary) for completion of the various stages of development and implementation. Specifically, New Cingular Wireless would have 90 days from receipt of the CUP and completion of the JTD amendment (the License Date) to commence construction on the site and would need to begin providing cell service within one year of the License Date.

California Environmental Quality Act Compliance

The project qualifies as a Class 3 Categorical Exemption for the installation of new small equipment and facilities. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:

- (c) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.
- (d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.
- (e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

This project qualifies as a Class 3 categorical exemption because it consists of the installation of new small equipment and structures, specifically a utility extension with accessory structures (fences) which are listed as exempt under Class 3. In addition, the facility will not involve the use of significant amounts of hazardous substances and the total license area is 25’ x 25’ or 625-square feet which is significantly less than the 2,500-square foot maximum permitted under 15303(c).

Per Title 14 California Code of Regulations (CCR) §15300.2 (“Exceptions”), projects that would otherwise qualify for a Class 3 categorical exemption would be excluded from qualification if any of the following six criteria is met:

1. **Location** - Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located--a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. These classes of exemption are considered to apply in all instances, except where the project may impact an environmental resource of critical concern which is designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
2. **Cumulative Impact** – A categorical exemption is inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
3. **Significant Effect** - A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
4. **Scenic Highways** - A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
5. **Hazardous Waste Sites** - A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
6. **Historical Resources** - A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Based on the below analysis, none of the six criteria for an exception are met, thus the project is not disqualified from the Class 3 exemption.

1. Location - Projects Located in Environmentally Sensitive Areas

The project is located at the Chalfant Transfer Station and closed Chalfant landfill which is an already-impacted site. The project will not have any significant visual impacts to the community due to the site’s location at the farthest edge of the existing community. The project utilizes the flat topography on the edge of Chalfant to avoid placement on ridgelines which would create a silhouette against the skyline and cause more noticeable visual impacts. To further reduce any visual impacts, conditions of approval for this project will require the project to utilize non-reflective materials and to paint relevant project components a dark muted color that is compatible with the surrounding environment, similar to Dunn-Edwards Paints, Shaker Gray DE623 which has been used for other cell tower projects in Mono County.

2. Cumulative Impact - A Successive Project in the Same Area

At the time this staff report was written there are no reasonably foreseeable communications tower projects in Chalfant that would have cumulative impacts in the community. There are currently two other discretionary approvals in process in the Tri-

Valley area, which consists Chalfant, Hammil and Benton valleys. North of Chalfant Valley(near Benton) an application is pending for a cannabis project, Apogee Farms. The proposal includes a cannabis facility for cultivation, processing, and distribution. The project is located approximately 2.5 miles south of Benton and west of United States Route 6 (US 6 or Highway 6). The other project currently in process in the Tri-Valley area is a Map Modification for the Dakota Ranch Subdivision for parcels located north of Benton, ultimately resulting in a reduction in density. Neither of these projects contribute to cumulative impacts with the cell tower project proposed in Chalfant.

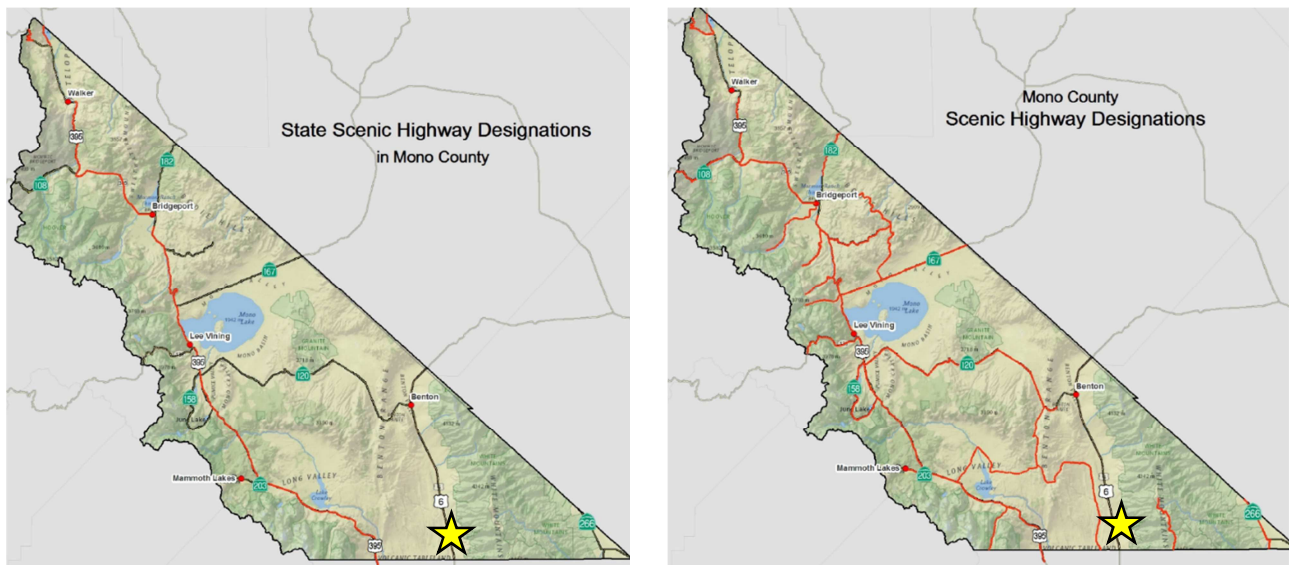
3. Significant Effect - Unusual Circumstances

The project is located on the site of a closed landfill and existing solid waste transfer station. Mono County Solid Waste deemed the project site acceptable based on the layout of the closed waste pits and existing improved area for business operations (see Figure 1).

4. Scenic Highways - Project Which May Result in Damage to Scenic Resources Within a Highway Officially Designated as a State Scenic Highway

Per Figure 2 below, there are no State or County designated scenic highways in Chalfant that would be impacted by the proposed cell tower project.

FIGURE 2 – STATE & COUNTY DESIGNATED SCENIC HIGHWAYS

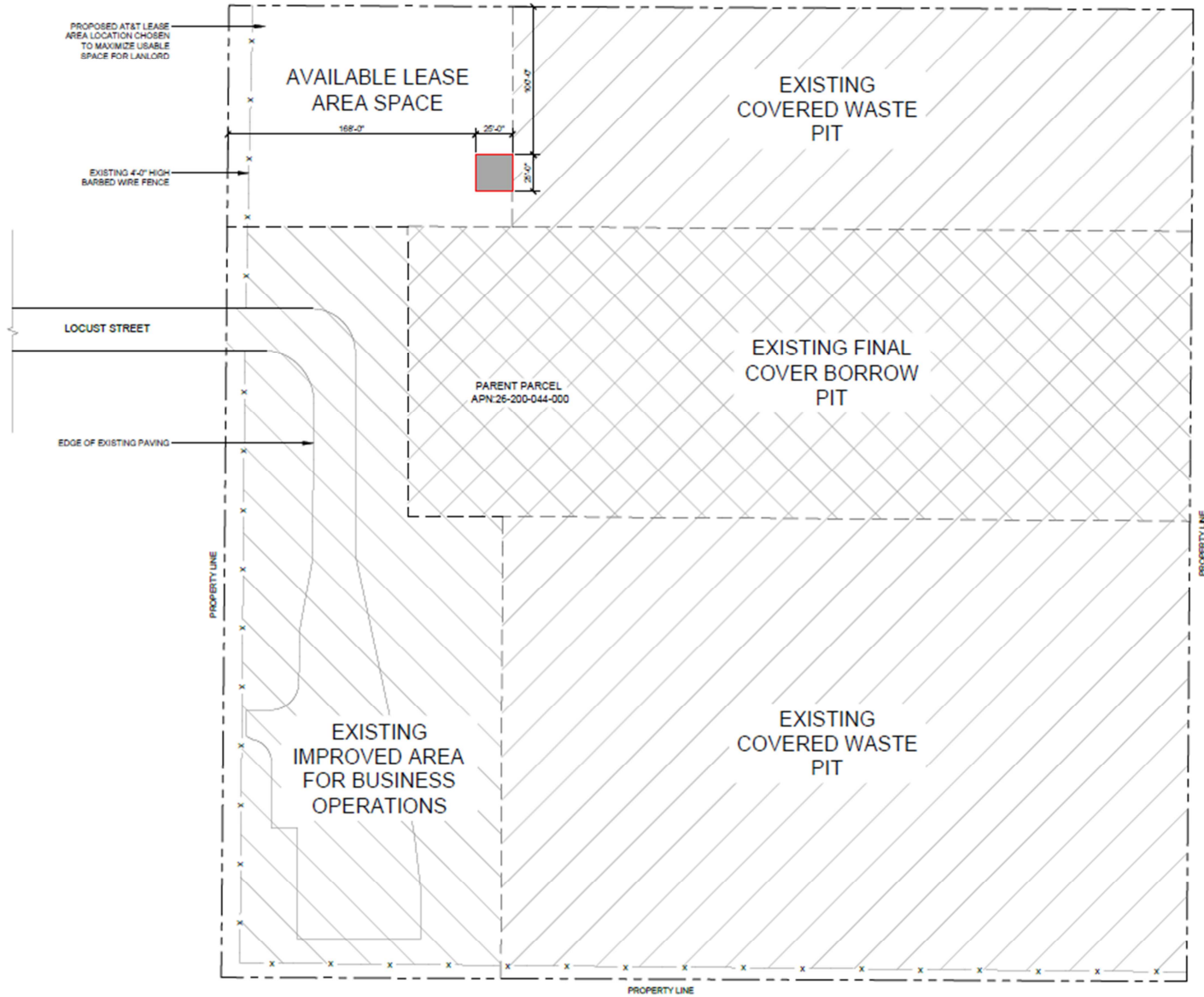


State and County designated Scenic Highways maps from the 2019 Mono County Regional Transportation Plan. Scenic highways are indicated in red and the Chalfant is indicated with a yellow star.

5. Hazardous Waste Sites – Projects Located on Property Listed on One of The Various State Lists of Contaminated Hazardous Waste Sites

The project parcel is not on any of the state lists of contaminated hazardous waste sites. As confirmed by Jill Kearney with the Local Enforcement Agency and the California State Water Resources Control Board by email dated August 30, 2022, and attached to this staff report.

FIGURE 1 – SITE PLAN WITH LANDFILL AREAS IDENTIFIED



6. Historical Resources – Projects Impacting Historical or Cultural Resources.

The project is located at the Chalfant Transfer Station and closed Chalfant landfill which is an already impacted site. There would be no additional impacts to historical or cultural resources beyond those already on site for the closed landfill and existing transfer station.

If you have any questions regarding this item prior to your meeting, please call Stacey Simon at 760-924-1704 or Milan Salva at 760-924-1696.

Attachments:

1. Proposed License Agreement
2. Zone Drawing
3. Propagation Maps
4. Correspondence with LEA

**COMMUNICATIONS SITE LICENSE AGREEMENT
BETWEEN
THE COUNTY OF MONO AND NEW CINGULAR WIRELESS PCS, LLC**

This Communications Site License Agreement (“**License**” or “**Agreement**”) is made as of _____ (“**Effective Date**”), by and between the County of Mono, a political subdivision of the State of California (the “**County**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**Licensee**”). Hereinafter, the County and Licensee may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. The County is the record owner of a piece of real property, commonly known as the Chalfant Transfer Station, located at 500 Locust Street, Chalfant, Mono County, State of California, Assessor's Parcel No. 026-200-044-000, legally described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”).

B. The County is willing to grant to Licensee a conditional ten-year license, renewable at Licensee’s option, for up to four additional ten-year terms, for use of a portion of the Property and for access thereto, as more clearly and particularly described and depicted on Exhibit B (the “**Site Plan**”), attached hereto and incorporated herein by this reference, (the “**Premises**”), on the terms and conditions set forth in this License and contingent up receipt of all necessary planning/land use approvals (the “**Planning Approvals**”) and associated compliance with the California Environmental Quality Act (“**CEQA**”) which County has concluded will involve the filing of a Class 3 Notice of Exemption, and upon amendment by County of the joint technical documents (“**JTD**”) for the Chalfant Transfer Station to allow such use.

C. In accordance with the licensing procedures set forth in California Government Code section 25520 *et. seq.*, the County published and posted an Invitation to Bid for the opportunity of entering into this License and selected Licensee who had submitted the highest bid received in response thereto.

AGREEMENT

In consideration of the mutual covenants, conditions, and understanding set forth in this License, together with its Recitals, the Parties agree as follows:

1. GRANT OF LICENSE.

A. Subject to, and contingent upon completion of, the contingencies set forth in Subsection B, County hereby grants Licensee a license to enter, install equipment on, and use the Premises, as further described below and in the Site Plan, for an initial period of ten years and automatic renewals for successive ten-year terms up to a maximum of fifty (50) years total, including the Initial Term as defined and described in Section 2 below, unless sooner terminated.

B. The grant of this License and the payment of License Fees as set forth in Section 3 is expressly contingent upon the following conditions being satisfied:

- i. Discretionary Planning Approvals. Licensee must apply for and receive all applicable Planning Approvals from the County for the proposed use of the Premises including, but not limited to, a Conditional Use Permit, and shall comply with all permit

conditions and conditions of approval throughout the Term of the License. Licensee must submit completed application(s) for the Planning Approvals within thirty (30) days of execution of this License, unless that deadline is extended in writing by the County's Director of Information Technology (the "**Director**"). Licensee understands and agrees that the grant of the Planning Approvals is within the County's sole discretion and that such Planning Approvals may be granted in whole or in part, with conditions or modifications, or that they may be denied.

ii. Compliance with the California Environmental Quality Act. The County's consideration and possible grant of the Planning Approvals requires compliance with CEQA, including preparation of findings and the filing of a Notice of Exemption (NOE). Upon receipt of completed application(s) for the Planning Approvals, the County will process the applications, including preparing findings of exemption and filing the NOE, and make a determination as to whether to approve, conditionally approve, or deny the proposed uses in accordance with and subject to applicable laws.

iii. Amendment of JTD for Chalfant Transfer Station. Upon Licensee's receipt of the Planning Approvals (if granted), Licensee shall prepare and provide to the County all documents reasonably necessary to request an amendment to JTD for the Chalfant Transfer Station, which include the Property and the Premises, to include and allow for Licensee's then-permitted use. The County shall review, make any necessary modifications, and submit that amendment and supporting documentation to the California Department of Resources Recycling and Recovery ("**CalRecycle**") for approval. The JTD amendment shall be considered complete when approved by CalRecycle. Licensee shall reimburse County's reasonable costs within thirty (30) calendar days of submission of an invoice and documentation of actual cost, for outside consultant time in preparing the amendment or responding to regulatory agency comments thereon, or for CalRecycle or Local Enforcement Agency fees. The total amount reimbursed by Licensee under this paragraph shall not exceed \$15,000, regardless of actual costs.

C. Within ninety (90) calendar days of satisfying the above contingencies and the issuance of written confirmation thereof by the County, Licensee shall commence to install and construct the wireless communications facilities, including all necessary electrical equipment and other related improvements as detailed in the Planning Approvals and as more particularly described and depicted on the Site Plan attached hereto as Exhibit B (collectively, the "**Communications Facilities**") on the Premises. Upon the completion of the Planning Approvals, Licensee shall be permitted to exchange the new County-approved site plan as Exhibit B and any related memorandum for recording, which shall update and replace the existing description and depiction. The County shall have the right to terminate this License if Licensee fails to meet the above contingencies by the stated deadlines or commence to erect the Communication Facilities within the above-referenced 90-day period. All structures shall comply with the regulations found in Title 27 C.C.R. Section 21190, relating to the construction of structures on closed landfill sites. Licensee may also construct buildings or cabinets on the Premises to house equipment, with standard and emergency electrical provisions in and to the buildings or cabinets, and may run columns, supports and foundations from the air space to, on, and into the land below, for the support of the building(s) that Licensee or its sublicensee erects for its use and as authorized herein and as more particularly described in and subject to the Planning Approvals. The Premises must be fenced for security at Licensee's expense. The fence type shall be as set forth in the Planning Approvals. Said installation and use shall be effected with all reasonable diligence and precaution to avoid damage to the Property and the Premises and to the structures, equipment, and facilities thereon.

D. Licensee understands and agrees that as of the Effective Date there is no source of electrical power at the Premises. Licensee shall be solely and fully responsible for arranging (including but not limited to obtaining all necessary land use approvals and permits for such installation and maintenance) and paying for such service. Any such electrical service shall be separately metered and made available to County for use in its Chalfant Transfer Station operations or other uses on the Property at County's cost and expense.

E. Commencing upon the License Date, the Premises shall include:

i. A non-exclusive right of access from Locust Street to the Premises, on foot or motor vehicle, which access shall through the entrance to the County's Chalfant Transfer Station. Licensee shall install a "daisy chain" lock enabling it to access the Property and shall additionally install secure perimeter fencing around the Premises. The fencing shall not interfere with County's operations or access to its site. Access through the Property to the Premises shall be provided twenty-four (24) hours per day, seven days per week for the purpose of providing Licensee and/or its sublicensees and/or contractors reasonable ingress and egress, including temporary parking of vehicles and equipment, to and from the Premises to install, maintain, repair, operate, service, replace and remove the Communications Facilities and associated equipment and structures, utility wires, poles, cables, conduits, and pipes, and to provide utilities to Licensee's Communications Facilities on the Premises. Licensee shall install, use and maintain reasonable access controls to prevent unauthorized access to the Premises and Property in accordance with the Planning Approvals and Site Plan. At all times, the access gate to the Property shall remain locked except when Licensee or its invitees are entering or exiting the Premises, or during normal operational hours of the County's transfer station.

ii. A non-exclusive right to install, maintain, repair, operate, service, replace, and remove utility wires, poles, cables, conduits, and pipes, so as to provide utility service to the Communications Facilities (the "**Utility Access**"). Such utilities shall be installed and maintained in accordance with the County's land development regulations and with all planning and land use permit conditions and mitigation measures, which may include an additional or amended site plan.

iii. A non-exclusive right to install screening around the Premises as necessary to meet the applicable landscaping and buffering requirements of the respective County's land development regulations, Planning Approvals and mitigation measures, if and when such placement should ever be required.

F. Access to Premises Prior to License Date. Notwithstanding the foregoing, and without any conditions precedent or contingency except as set forth in this Subsection F, commencing upon the Effective Date, Licensee, its agents, and contractors may, at Licensee's sole cost and expense, enter upon the Premises and conduct testing studies as Licensee deems necessary to determine the suitability of the Premises for Licensee's proposed use. These studies may include, without limitation, surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests, and other analyses and studies. Prior to entering the Premises in accordance with this subsection, Licensee shall provide a minimum of seven (7) calendar days' written notice to the County Solid Waste Superintendent (the "**Superintendent**") at P.O. Box 457, Bridgeport, CA 93546 and by email to jnalder@mono.ca.gov. The Superintendent shall respond to the notice in writing within five (5) calendar days of its receipt to confirm whether the entry is approved or approved subject to conditions.

G. County Warranty of Title. The County warrants that it has title to the Premises, and no other person or corporation has the right to lease the same for the term and the renewals thereof granted by this License. The County further covenants that Licensee, upon the payment of the License Fee herein, and the performance of all the conditions herein, shall have the peaceful and quiet possession of the Premises, without hindrance on the part of the County or any person or persons claiming by, through, or under the County, for the Term, as defined below.

H. Licensee Acceptance of Condition. Licensee accepts the Premises in "AS IS" condition and understands that the County has made no representation or guarantee to it that the Premises is suitable or desirable for any purpose, including without limitation the installation of a wireless communications tower. In this regard, Licensee acknowledges it has had an opportunity to inspect the Premises to determine its suitability for its intended use and purpose as the site for a wireless communications facility.

I. Removal of Equipment. Following any termination or expiration of this License, Licensee shall remove all of its Communication Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Communication Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of five (5) feet below grade. If Licensee fails to remove all of its Communication Facilities within ninety (90) days after expiration or earlier termination of this License, County may remove and dispose of the Communication Facilities within the next succeeding year, and Licensee shall reimburse County for the reasonable costs actually incurred of such removal and restoration of the Premises, or County, in County's sole unfettered discretion, may deem the Communication Facilities abandoned, whereupon the Communication Facilities shall become County's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the Term of this License. Licensee agrees to maintain its Communication Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Communication Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. County assumes no responsibility for the licensing, operation or maintenance of the Communication Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

J. Safety and Security of Property. Notwithstanding the foregoing or any other provision of this License, the Parties agree that the County is not an insurer and provides no guarantees or assurances of any kind regarding the safety or security of the Property or the Premises, nor is it hereby undertaking any obligation to provide security services related to Licensee's equipment or operations. Rather, Licensee assumes the risk of loss from any alleged lack of security related to the Property, the Premises, or its improvements, equipment, and operations except for loss caused by the County's willful misconduct.

2. TERM

This License shall be deemed effective on the Effective Date and shall terminate (i) upon termination of the License granted pursuant to Paragraph 1, including any successive renewal terms, upon nonsatisfaction of any or all of the contingencies set forth in Subparagraph 1.B, within the time periods provided or as they may be extended in writing by County; (ii) upon termination for default following written notice to the defaulting Party and thirty calendar (30) days to cure, or such additional time as maybe required due to the nature of the cure; or (iii) as otherwise provided in this License. If the contingencies set forth in Subparagraph 1.B are satisfied, then the initial term of the License shall be ten (10) years ("**Initial Term**") commencing on the date that the County provides written notice to Licensee that all contingencies are satisfied (the "**License Date**"), unless otherwise terminated as provided in this

License. Licensee shall have the right to renew this License for four (4) successive ten (10) year periods (the “**Renewal Terms**”), on the same terms and conditions as set forth herein (i.e., a total of fifty (50) years). This License shall automatically be extended for each successive Renewal Term unless Licensee notifies the County of its intention not to renew prior to the commencement of the succeeding Renewal Term, at least ninety (90) calendar days before the end of the Initial Term or Renewal Term, as applicable. The Initial Term and any Renewal Terms shall collectively be referred herein to as the “**Term**”.

3. CONSIDERATION

A. Commitment Deposit. Simultaneously with the execution of this License by Licensee, Licensee shall pay to County a commitment deposit in the amount equal to 25% of the first year’s License Fee under this License (the "Commitment Deposit"). Upon the commencement of the Term of this License, the Commitment Deposit shall be applied to the License Fee hereunder and the remainder owed for the first year shall be due and payable monthly as provided herein.

B. License Fee. In consideration of the valuable rights provided herein, Licensee shall, commence paying a license fee 90 days after building permit issuance (the “**License Fee**”) in the amounts set forth in the fee schedule set forth in Exhibit C, attached hereto and incorporated herein by this reference, to the County by the first day of each month of the Term of this License. All payments shall be by check made payable to “County of Mono” and delivered to the County's Director of Finance at the following address:

County of Mono
Department of Finance, Auditor-Controller
P.O. Box 556
Bridgeport, CA 93517

C. Late Payment. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of County to terminate this License. All sums payable by Licensee under this License, whether or not stated to be License Fees or additional License Fees, shall be collectible by County as License Fees, and upon default in payment thereof County shall have the same rights and remedies as for failure to pay License Fees (without prejudice to any other right or remedy available therefor).

4. IMPROVEMENTS

A. Prior to installing or allowing any facilities, equipment, structures or other improvements not described and depicted in Exhibit B to be installed in or on the Premises, including all modifications thereto, Licensee shall submit detailed engineering plans and specifications of the planned installation to County for County's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. County's review of Licensee's plans shall include a review of the appearance of the Communication Facilities. The Communications Facilities to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. County's approval of any installation is not a representation that such installation of the Communications Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Communication Facilities shall be installed and operated solely within the Premises.

B. All work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Communication Facilities, Licensee shall have, and County hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to County in the condition existing prior to construction (subject to normal wear and tear).

C. Licensee is not authorized to contract for or on behalf of County for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within thirty (30) days subsequent to the date of its receipt of notice thereof from County, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the instance of Licensee. The Communication Facilities shall remain the exclusive property of Licensee during the Term of this License, and Licensee shall have the right to remove all or any portion of the Facilities at any time during the Term of this License or following the Term of this License as hereinafter provided.

D. Licensee will notify County prior to commencing Licensee's installation work on the Property. Prior to commencing any installation, Licensee will at its own cost and expense deliver to County a certificate of insurance confirming that comprehensive general liability insurance as required by this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect County and County's property manager, if applicable, with respect to the Property against any claim or liability arising out of the installation. Licensee's contractor will include County and County's property manager as additional insured under contractor's insurance policies. Prior to Licensee's commencement of the installation of the Communication Facilities, Licensee shall provide County with copies of any Governmental Approvals obtained by Licensee with respect to this License.

E. All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon County in maintaining the Property. In no event will County be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises (other than with respect to the temporary construction easement described in Section 4 hereof, which shall be subject to Licensee's duty to restore such area as provided therein). Licensee shall repair any damage caused by Licensee to County's Property, reasonable wear and tear excepted.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS.

Any licenses, certificates, or permits required by any federal, state, county, or municipal government for Licensee's use of the Premises and the work described in this License must be procured by Licensee with due diligence and shall be maintained in full force and effect and in full compliance for the duration of this License. Such licenses, certificates, and permits will be procured and maintained in force by Licensee at no expense to the County. Licensee will provide the County, on or before the execution of this License, with evidence of the current and valid licenses, certificates, and permits which are required to provide the services described in this License.

6. DEBT SECURITY

A. Title to Licensee's Communications Facilities and other improvements and equipment on the Premises (the "**Licensee Facilities**") shall be held by Licensee. All Communications Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all Communications Facilities at its sole expense on or before the expiration or earlier termination of the License; provided Licensee repairs any damage to the Premises caused by such removal. Notwithstanding the foregoing, in the event of removal by Licensee, or anyone acting by, through, or on behalf of Licensee, of the Licensee Facilities, for any reason whatsoever, at any time during the Initial Term, Licensee shall reimburse County its costs to amend the JTD for the Chalfant Transfer Station, as described in Paragraph 1.B.iii.

B. The County acknowledges that Licensee may now or in the future enter into financing arrangements with financing entities for the financing of the Licensee Facilities. Notwithstanding anything to the contrary contained in this License, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer Licensee's interest in this License to any financing entity, or agent on behalf of any financing entity, (hereafter, collectively referred to as "**Mortgagees**") to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Licensee shall give advance written notice to the County of any such assignment, mortgage, pledge or transfer of Licensee's interest in this License and shall provide the County with an address for notice to Mortgagees.

C. The County agrees to notify Licensee and Licensee's Mortgagees simultaneously of any default by Licensee and to give Mortgagees the same right to cure any default as Licensee. If a termination, disaffirmance or rejection of the License by Licensee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if the County shall terminate this License for any reason, the County will give to the Mortgagees the right to enter upon the Premises for the purpose of removing Licensee's Facilities within ninety (90) days after expiration or earlier termination of this License.

7. INTERFERENCE.

A. Licensee shall operate its Communications Facilities in a manner that will not cause interference with the use or enjoyment of the Property by County and other lessees or licensees in and/or on the Property as of the Effective Date. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("**FCC**") and the Federal Aviation Administration ("**FAA**"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with County within five (5) business days of notice and Licensee shall provide County documentation from the government agency that Licensee has cured the default. Licensee shall indemnify County and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not curtailed within thirty (30) days after Licensee receives written notice of such interference from County. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference caused by Licensee as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations and has not been corrected within thirty (30) days after Licensee receives notice thereof from County, County may require Licensee to remove the specific items from the Communications Facilities causing such interference.

B. County hereby acknowledges that in the event of any interference with Licensee's Communications Facilities as a result of the transmission or reception (or both) of radio, microwave or

other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to operate Licensee's Communications Facility shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the provisions of subsection C below.

C. County reserves the right to license other portions of the Property to other parties during the Term of this License. Accordingly, County agrees that any other person or entity who may install equipment subsequent to the License Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, County will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. In the event that Licensee commences to use the Premises in a manner as to which Licensee is not presently licensed by the FCC, but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by County, other licensees or occupants thereof existing on or before the date on which Licensee commences such use.

8. HAZARDOUS SUBSTANCES

A. Licensee understands that the Property, including the Premises, is the County's Chalfant Transfer Station, which is the site of a County solid waste landfill/transfer station. The County shall hold Licensee harmless from and indemnify Licensee against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances being generated, stored, disposed of, on, transported to, on, under, or around the Property generated, stored, disposed of, or transported by the County, its employees, agents, assigns, contractors, or subcontractors. This paragraph shall survive the expiration or termination of this License.

B. Licensee shall hold the County harmless from, defend, and indemnify the County against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances that are generated, stored, disposed of, on, transported to, on, under, or around the Property generated, stored, disposed of, or transported by Licensee, its employees, sub-licensee(s), agents, assigns, contractors, or subcontractors. This paragraph shall survive the expiration or termination of this License.

9. INSURANCE

A. Licensee 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's 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 work by Licensee, its agents, representatives, employees, or subcontractors:

- i. Workers' Compensation. Licensee 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 the County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of the County for all work performed by Licensee, its employees, agents, and subcontractors.

ii. General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Licensee 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 \$5,000,000.00 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.

iii. Automobile/Aircraft/Watercraft 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. If the work authorized under this Agreement includes 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 Licensee pursuant to this Agreement. Alternatively, such coverage may be provided in Licensee's Pollution Liability policy.

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 Licensee 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, Licensee shall provide the 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 the 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 Licensee shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to the County as an additional insured.

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

10. BOND/ FINANCIAL ASSURANCES REQUIREMENTS

Prior to the installation of the Communications Facilities, Licensee shall furnish and maintain in effect a faithful performance bond, letter of credit, or other financial assurance reasonably acceptable to County and approved as to form by the Mono County Counsel, in an amount determined by engineer's

estimate (or \$125,000 whichever is greater) to guarantee removal of the Licensee Communications Facilities from the site and site reclamation in accordance with the License and any land use permit conditions or conditions of approval. If bonding is utilized, the bond must be issued by an "Admitted Surety Insurer." For purposes of this License, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form reasonably acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Licensee shall promptly furnish such additional security as may be required from time to time to protect the interests of the County. A sample performance bond is attached to this License as Exhibit D.

11. INDEPENDENT CONTRACTOR STATUS

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

1. Licensee shall determine the method, details, and means of performing its activities under this License. Licensee shall be responsible to the County only for the requirements and results specified in this License, and except as expressly provided in this License, shall not be subject to the County's control with respect to the physical action or activities of Licensee in fulfillment of this License; and

2. Licensee, its agents, officers and employees are, and at all times during the Term of this License shall represent and conduct themselves as, independent contractors and not as employees of the County.

12. DEFENSE AND INDEMNIFICATION

Licensee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from, for, and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from or in connection with the activities of Licensee or its sublicensee(s), agents, officers, or employees. Licensee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to the Property or to other tangible or intangible property, including the loss of use. Licensee's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other costs which is caused in whole or in part by any act or omission of Licensee, 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. Licensee'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 License for Licensee to procure and maintain a policy of insurance. This paragraph shall survive any termination of this License. Licensee will not have any obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph for any claims arising out of or resulting from County's negligence or willful misconduct.

13. NONDISCRIMINATION

During the Term of this License, Licensee, 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 other person because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, sex, or any other protected status. Licensee and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900 et. seq.), and the applicable regulations promulgated there under in the California Code of Regulations. Licensee 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. ACTS OF NATURE, IMPOSSIBILITY, OR IMPRACTICABILITY

In the event of destruction of any or all of the improvements located on the Premises by fire or other acts of Nature, neither of the Parties shall be obligated to rebuild said improvements, and if due to any such event Licensee's operations are materially interrupted, Licensee shall have the right to terminate this License upon written notice to the County.

15. PUBLICITY

The Parties shall endeavor to coordinate their press releases (if any) and other efforts to publicize Licensee's activities on the Property, although each Party shall have final editorial authority regarding its own press releases.

16. RELOCATION

In the event the Property is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by County as directed by County, the Licensee will be required to remove the Communication Facilities at Licensee's expense for the purpose of relocation or disposal. County will provide another location for the relocation of the Communication Facilities, or for the installation of new improvements. County will provide Licensee at least one (1) year of advance notice of the need for removal and relocation, and Licensee shall fully cooperate in such removal and relocation. County may exercise its right of relocation pursuant to this paragraph only in the event required by State regulatory or administrative action or in order to meet a demonstrated County need. For relocation to meet a demonstrated County need, County may exercise its right of relocation pursuant to this paragraph only after the expiration of the Initial Term, and only once during the Term of this License. County shall permit Licensee to place temporary Communication Facilities (Cell on Wheels or similar installation) on the Property or at some other location acceptable to Licensee until such relocation is complete. If relocation is not possible, but the alteration to the Property will accommodate the installation of new facilities, the License will terminate and the parties may negotiate a new agreement appropriate for the new installation. The Parties will work together in an attempt to achieve a transition to the new facilities without service interruption.

17. CASUALTY AND CONDEMNATION

A. If at any time during the Term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's use of the Communication Facilities in a commercially reasonable manner) of the Communication Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to County, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to

collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

B. If at any time during the Term of this License all or “substantially all” (as described in the preceding subsection A) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to County, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. County and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, provided this License is not otherwise terminated by Licensee or County, this License shall continue and each of County and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

18. REPORTING

Licensee shall supply the Director, upon request, with a report regarding the status of its operations and activities under this License.

19. TAXES, FEES AND ASSESSMENTS

Licensee agrees to pay all taxes, fees and assessments (if any) lawfully imposed on Licensee by any governmental agency with respect to Licensee's activities under this License, including but not limited to taxes or assessments imposed against Licensee's property, inventory, equipment, activities, or employee wages. In that regard, Licensee is hereby advised pursuant to California Revenue and Taxation Code section 107.6 that this License may create a possessory interest subject to property taxation, and that, if such an interest is created, Licensee shall be liable for all taxes assessed on that interest. The provisions of this paragraph shall survive any termination of this License.

20. SUBLICENSING; ASSIGNMENT; SURRENDER OF PROPERTY

A. Sub-License. Licensee may sublicense the Premises, to any qualified third party communications provider, provided Licensee complies with all requirements of this Section 20. All of Licensee's sublicense agreement(s) must be subject to the terms and conditions of this License. Prior to doing so, Licensee shall notify County. Upon execution of each sublicense(s), Licensee shall pay County as additional rent forty percent (40%) of all rents or license fees received by Licensee from each sublicensee (“**Collocation Fee**”). The Collocation Fee shall be paid in the same manner and subject to the same requirements and conditions as the License Fee, and shall be accompanied by a certified statement describing the sublicense rent or license fee received by Licensee.

1. Moreover, in the event that a sublicensee requires additional ground space outside of the Premises, it shall enter into a separate license with the County to do so or this License may be amended to provide for such additional space. County may grant or deny such requests in its sole discretion, including conditioning execution of such new or amended agreements on the payment of additional rent.

2. No sublicense shall relieve the Licensee of its obligations pursuant to this License.

B. Assignment by Licensee. Licensee may assign or otherwise transfer this Agreement to any entity, upon prior written consent of the County, which shall not be unreasonably withheld, conditioned or delayed. Upon assignment, Licensee shall be relieved of all liabilities and obligations hereunder and the County shall look solely to the assignee for performance under this License and all obligations hereunder, provided Licensee and its proposed assignee enter into an assignment and

assumption agreement, which effectively binds the proposed assignee to all terms and conditions of this Agreement. The County's right to consent or not to consent to any transfer is a continuing right in favor of the County and cannot be extinguished by the County's consent or non-consent on one or more occasion(s).

C. Surrender. At the expiration of the Term or the sooner termination of this License, Licensee shall peaceably and quietly quit and surrender the Premises to the County or its agent or designee in as good order, condition, and state of repairs as received by Licensee, reasonable wear and damage by the elements excepted. Prior to such surrender, Licensee shall remove the Licensee Communications Facilities and remove all utilities installed to service the Licensee Communications Facilities. If Licensee fails to comply with this provision, then the County may, at its option, cash the bond provided pursuant to this License and cause the removal of Licensee Communications Facilities and the restoration of the Premises (including the removal of all utilities that were installed to service Licensee Communications Facilities). Any improvements, equipment, fixtures, and other property, including the Licensee Communications Facilities, belonging to Licensee and remaining on the Premises ninety (90) calendar days after the expiration of the Term or any termination of this License shall become the property of the County and may, at the County's option, be removed or otherwise disposed of without any liability to Licensee. This paragraph shall survive any termination of this License.

21. TERMINATION FOR CONVENIENCE

Notwithstanding anything contained herein to the contrary, the County may, after the expiration of the first Renewal Term (i.e., twenty years), terminate this Agreement without cause or legal excuse, and without incurring any liability to Licensee, by giving written notice to Licensee at least 12 months before the date of termination. Licensee may terminate this License, without cause or legal excuse, and without incurring any liability to the County except as set forth in Paragraph 6, by giving written notice to County at least six (6) months before the date of termination.

22. TERMINATION FOR CAUSE - DEFAULT OR BY ORDER OF STATE

A. Should either Party neglect or fail to perform in the manner specified any of the duties and obligations imposed on it via this License the non-defaulting Party may declare the defaulting Party in default. In that event, the non-defaulting Party shall notify the defaulting Party in writing of the default and therein demand that such Party cure the default. Should the defaulting Party fail to cure the default within sixty (60) days of the date of the delivery of the notification, the defaulting Party may forthwith terminate this License. In the event the defaulting Party is diligently working to cure such default, then the sixty (60) day period may be extended, by agreement of the Parties, for that amount of time as is necessary to cure the default through such diligent efforts.

B. Licensee understands that the Premises are located on the site of a closed landfill and adjacent to a solid waste transfer station. As such, the Premises are subject to the requirements of State law applicable to solid waste facilities. If at any time, by order of the State or any of its agencies, or if required by law or regulation, the Chalfant Transfer Station or the Premises are ordered to be closed or the operations are required to be modified, then the County shall have the right to immediately terminate or modify this License, to the extent necessary to comply with such order(s) and/or requirement(s), provided Licensee and County mutually agree on any modifications to the License.

C. A waiver of any default by one Party shall not be deemed a waiver of any subsequent default, and the waiver of any provision in this License shall not be deemed an ongoing or subsequent waiver of that provision.

23. HOLDOVER

If Licensee remains in possession of the Premises at the expiration of the Term without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except that the License Fee shall be 150% of the License Fee in effect at the expiration of this License. Nothing contained herein shall grant Licensee the right to holdover after the term of this Agreement has expired.

24. RF SIGNAGE AND NOTICES

Licensee, and any permitted sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted sublicensee are referred to two recent FCC and OSHA enforcement orders for guidance on signage. (See <http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html> and <http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html>)

25. INSOLVENCY AND BANKRUPTCY

If Licensee becomes insolvent or makes an assignment for the benefit of creditors or is adjudged bankrupt, either voluntary or involuntary, then this License shall immediately terminate and shall not be assignable by any operation or process of the law, nor be treated in any way whatsoever as an asset of Licensee after such event. In such event, the Licensee shall have thirty (30) days following the termination to remove the Licensee Communications Facilities and restore the premises to their prior condition, reasonable wear and tear excepted. If Licensee does not remove the Licensee Communications Facilities and restore the Premises, then County may cash the bond provided pursuant to this License and cause such removal and/or restoration itself.

26. NOTICES

All notices required or permitted under this License shall be in writing and delivered to the Parties by personal service, or by first class certified mail, postage prepaid, at the addresses stated below:

If to the County:

Mono County Information Technology
Department
Attn: Director
P.O. Box 7657
Mammoth Lakes, CA 93546
PHONE: (760) 924-1819
EMAIL: ngreenberg@mono.ca.gov

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CSL02379; (CA)
Fixed Asset #: 12853636
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, Georgia 30319

With Copy To:

Mono County Counsel's Office
Attn: Stacey Simon, County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546
PHONE: (760) 924-1700
EMAIL: ssimon@mono.ca.gov

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CSL02379; (CA)
Fixed Asset #: 12853636
208 S. Akard Street
Dallas, TX 75202-4206

The Parties may, by notice as provided above, designate a different address to which notice will be given.

27. ENTIRE AGREEMENT; MODIFICATION; WAIVER; HEADINGS

This License constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this License shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this License shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings and captions contained in this License are provided for convenience only and will not affect its construction or interpretation.

28. SEVERABILITY

Each provision of this License is severable from any and all other provisions of this License. Should this License or any provision hereof be determined or found, for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the Parties shall not be impaired thereby.

29. GOVERNING LAW; VENUE

This License shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Mono.

30. REPRESENTATION BY COUNSEL

The Parties each acknowledge that this License is executed voluntarily and without duress or undue influence on the part of the other Party. They further acknowledge that they have knowingly participated in the negotiation and preparation of this License and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive the right to do so, and that they are fully aware of the contents of this License and of its legal effect. Therefore, any ambiguities in this License shall not be resolved in favor of or against either Party.

31. COUNTERPARTS

This License may be executed in one or more counterparts and shall become effective when each Party has executed and delivered to the other one or more counterparts hereof, each of which shall constitute an original and all of which shall constitute one and the same agreement. Facsimile signature pages and/or signature pages in .PDF or other electronic format shall have the same force and effect as original signatures.

32. INCORPORATION OF RECITALS

All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

33. MEMORANDUM OF AGREEMENT

On or following the License Date, the County agrees to execute a Memorandum of this License which Licensee may record with the appropriate recording officer.

IN WITNESS of the foregoing provisions, the Parties have executed this this License below through their authorized representatives:

“COUNTY”

“LICENSEE”

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

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its Chair of the Mono County Board of
Supervisors: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

RISK MANAGEMENT APPROVAL:

Mono County Counsel’s Office

Mono County Risk Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 33 EAST, M.D.B.&M., IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT B

SITE PLAN AND EXHIBIT OF THE LICENSED AREA/PREMISES

A. Premises. An area of approximately twenty feet by twenty-five feet (20' x 25') as depicted below.

B. Access. Access shall be through existing County access point from Locust Street, using the existing entrance to the Property.

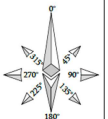
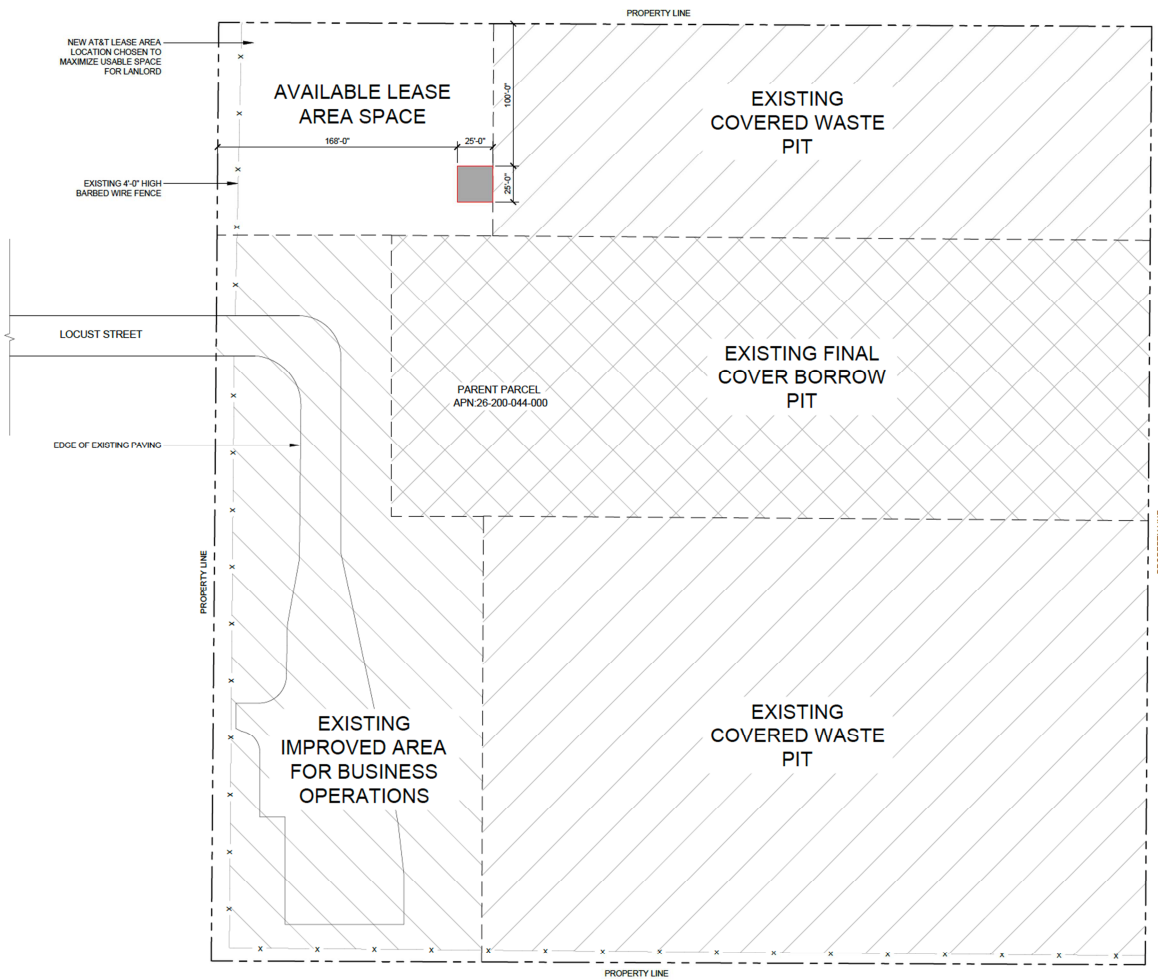


EXHIBIT B (continued)

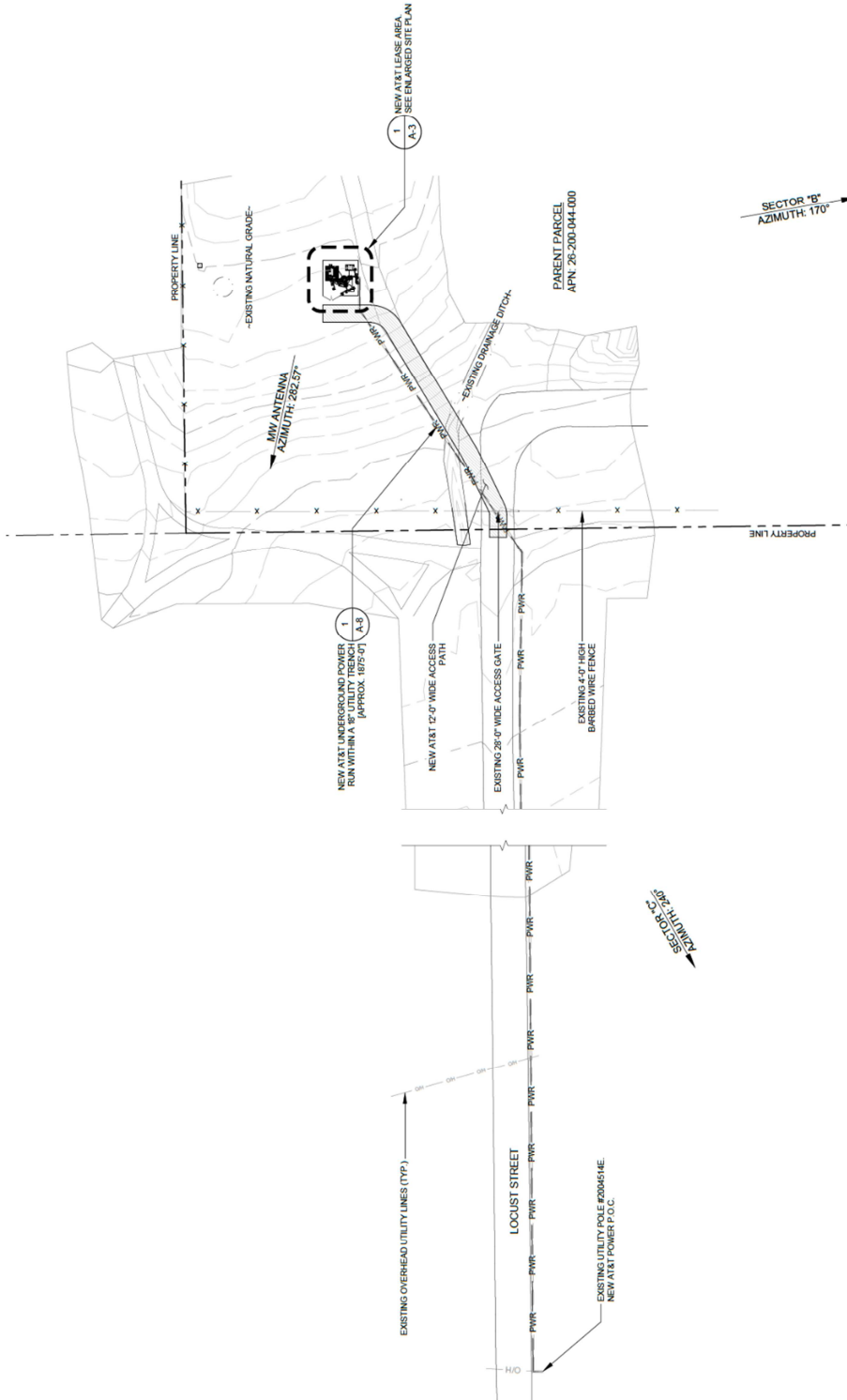
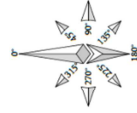


EXHIBIT C

LICENSE FEE SCHEDULE

Initial Term	License Fee
Year One	\$1,500
Year Two	\$1,545.00
Year Three	\$1,591.35
Year Four	\$1,639.09
Year Five	\$1,688.26
Year Six	\$1,738.91
Year Seven	\$1,791.08
Year Eight	\$1,844.81
Year Nine	\$1,900.16
Year Ten	\$1,957.16
First Optional Renewal	
Year One	\$2,015.87
Year Two	\$2,076.35
Year Three	\$2,138.64
Year Four	\$2,202.80
Year Five	\$2,268.88
Year Six	\$2,336.95
Year Seven	\$2,407.06
Year Eight	\$2,479.27
Year Nine	\$2,553.65
Year Ten	\$2,630.26
Second Optional Renewal	
Year One	\$2,709.17
Year Two	\$2,790.44
Year Three	\$2,874.16
Year Four	\$2,960.38
Year Five	\$3,049.19
Year Six	\$3,140.67

Year Seven	\$3,234.89
Year Eight	\$3,331.93
Year Nine	\$3,431.89
Year Ten	\$3,534.85
Third Optional Renewal	
Year One	\$3,640.89
Year Two	\$3,750.12
Year Three	\$3,862.62
Year Four	\$3,978.50
Year Five	\$4,097.86
Year Six	\$4,220.79
Year Seven	\$4,347.42
Year Eight	\$4,477.84
Year Nine	\$4,612.18
Year Ten	\$4,750.54
Fourth Optional Renewal	
Year One	\$4,750.54
Year Two	\$4,893.06
Year Three	\$5,039.85
Year Four	\$5,191.04
Year Five	\$5,346.77
Year Six	\$5,507.18
Year Seven	\$5,672.40
Year Eight	\$5,842.56
Year Nine	\$6,017.84
Year Ten	\$6,198.38

Year One	Annual Escalator
Any period of holdover after Fourth Optional Renewal Term Expires	3%

EXHIBIT D

SAMPLE PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through the Department of Information Technology, has awarded to [PLACEHOLDER], hereafter designated as the "Licensee," a License to utilize the Premises at the Chalfant Transfer Station as a cellular communications site; and

WHEREAS, Licensee is required to furnish a bond in connection with said License, guaranteeing the faithful removal and reclamation of all telecommunications equipment and infrastructure from the Premises and site reclamation and restoration, all in accordance with the License and any planning permits or conditions of approval, and upon termination of the License as set forth therein or upon revocation of planning or land use permits or approvals.

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

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

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

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

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 2021.

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

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me
_____, a notary public in and for the City / County of
_____, personally appeared
_____, known to me to be the person whose name is
(Attorney-in-fact)
subscribed to this instrument and known to me to be the Attorney-in-fact of
_____ and acknowledged to me that he/she
subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

IF USING 11"x17" PLOT, DRAWINGS WILL BE HALF SCALE

ZONING DRAWING

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2019 CALIFORNIA ADMINISTRATIVE CODE
- 2019 CALIFORNIA BUILDING CODE
- 2019 CALIFORNIA ELECTRIC CODE
- 2019 CALIFORNIA MECHANICAL CODE
- 2019 CALIFORNIA PLUMBING CODE
- 2019 CALIFORNIA FIRE CODE
- ANY LOCAL BUILDING CODE AMENDMENTS TO THE ABOVE
- CITY/COUNTY ORDINANCES

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION AND IS EXEMPT FROM ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH 2019 CALIFORNIA BUILDING CODE SECTION 11B-203.5

CODE COMPLIANCE

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS NEW.

GENERAL NOTES



TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN CALIFORNIA (SOUTH), CALL DIG ALERT
TOLL FREE: 1-800-422-4133 OR
www.digalert.org
CALIFORNIA STATUTE REQUIRES MIN OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE

Know what's below.
Call before you dig.

PROPERTY OWNER: MONO COUNTY & TOWN OF MAMMOTH LAKES, CA
PO BOX 7657
1290 TAVERN RD.
MAMMOTH LAKES, CA 93546
NATE GREENBERG
(760) 924-1819

APPLICANT: AT&T
1452 EDINGER AVENUE
TUSTIN, CA 92780

APPLICANT REPRESENTATIVE: EUKON GROUP
65 POST, SUITE 1000
IRVINE, CA 92618

LATITUDE (NAD 83): 37° 31' 53.20" N
37.531444°

LONGITUDE (NAD 83): 118° 21' 26.44" W
-118.357344°

GROUND ELEVATION (NAVD 88): 4288.8' AMSL

APN: 26-200-044-000

ZONING JURISDICTION: MONO COUNTY

USE: UNMANNED TELCOMMUNICATIONS FACILITY

LEASE AREA: ±625 sqft

OCCUPANCY TYPE: U

CONSTRUCTION TYPE: V-B

SITE INFORMATION

PROJECT MANAGER:
AT&T MOBILITY, LA MARKET
1452 EDINGER AVENUE, 3RD FLOOR
TUSTIN, CA 92780
CONTACT: RYAN YOUNG
PHONE: (714) 488-4029
EMAIL: ry456p@att.com

LEASING:
EUKON
65 POST SUITE 1000
IRVINE, CA 92618
CONTACT: JON SILVA
PHONE: (714) 393-7963
EMAIL: jon.silva@eukongroup.com

RF ENGINEER:
AT&T
1452 EDINGER AVENUE, 3RD FLOOR
TUSTIN, CA 92780
CONTACT: SANDEEP MANGAT
PHONE: (530) 540-4201
EMAIL: sm2840@att.com

A&E CONTACT:
EUKON
65 POST SUITE 1000
IRVINE, CA 92618
CONTACT: RICH BRUNET
PHONE: (949) 553-8566
EMAIL: rich.brunet@eukongroup.com

ZONING:
EUKON
65 POST SUITE 1000
IRVINE, CA 92618
CONTACT: JOHN PAPPAS
PHONE: (949) 702-0666
EMAIL: john.pappas@eukongroup.com

CONSTRUCTION:
QUALTEK WIRELESS
10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815
CONTACT: FERNANDO MARTINEZ
PHONE: (949) 408-8153
EMAIL: fmartinez@qualtek.com

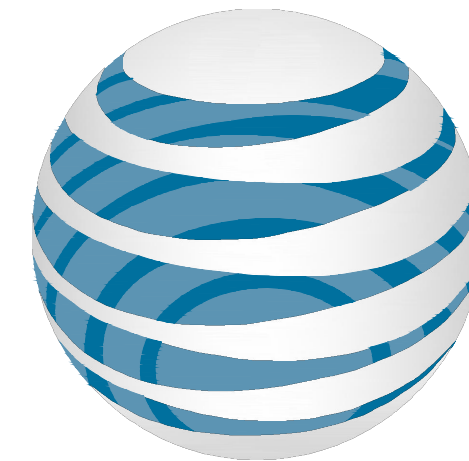
PROJECT TEAM

SITE NUMBER: CSL02379

PACE#: MRLOS011946

FA#: 12853636

USID#: 283838



at&t

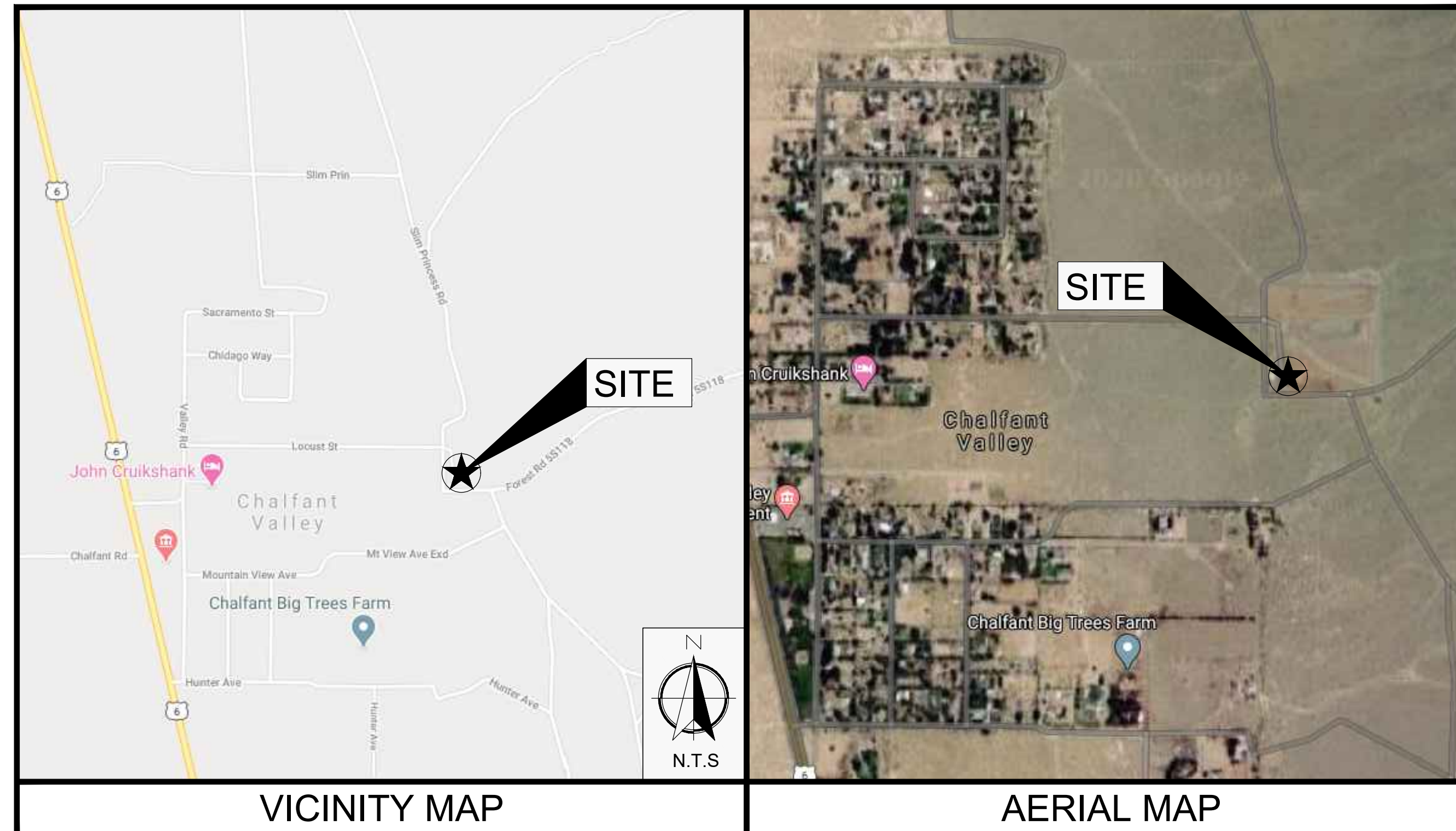
PROJECT: LTE-1C/2C/3C/4C/5C/6C/7C

SITE TYPE: RAWLAND

SITE ADDRESS: 500 LOCUST STREET

CHALFANT, CA 93514

MONO COUNTY



VICINITY MAP

AERIAL MAP

DIRECTIONS FROM AT&T OFFICE:
1452 EDINGER AVE, TUSTIN, CA 92780

HEAD NORTHEAST TOWARD AT&T. TURN LEFT TOWARD AT&T. TURN RIGHT ONTO AT&T. TURN LEFT ONTO EDINGER AVE. USE THE LEFT 2 LANES TO TURN LEFT ONTO DEL AMO AVE. USE THE RIGHT 2 LANES TO TAKE THE RAMP ONTO CA-55 N/STATE RTE 55 N. MERGE ONTO CA-55 N/STATE RTE 55 N. MERGE ONTO CA-91 E. USE THE RIGHT 3 LANES TO TAKE EXIT 51 TOWARD BARSTOW. MERGE ONTO I-15 N. KEEP LEFT TO STAY ON I-15 N. KEEP LEFT TO STAY ON I-15 N. TAKE EXIT 141 FOR US-395 TOWARD ADELANTO/BISHOP. CONTINUE ONTO US-395 N. TURN RIGHT ONTO US-6 E/MAIN ST. CONTINUE TO FOLLOW US-6 E. TAKE LOCUST ST TO SLIM PRINCESS RD. TURN RIGHT ONTO BROWN SUBDIVISION RD. TURN LEFT ONTO VALLEY RD. TURN RIGHT ONTO LOCUST ST. CONTINUE STRAIGHT ONTO SLIM PRINCESS RD. DESTINATION WILL BE ON THE LEFT. 500 LOCUST ST CHALFANT, CA 93514

DRIVING DIRECTIONS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & MAY IMPOSE CHANGES OR MODIFICATIONS.

APPROVED BY:	INITIALS:	DATE:
AT&T RF ENGINEER:		
AT&T OPERATIONS:		
SITE ACQUISITION MANAGER:		
PROJECT MANAGER:		
LEASING VENDOR:		
CONSTRUCTION MANAGER:		
PROPERTY OWNER:		

APPROVALS

AT&T WIRELESS PROPOSES TO CONSTRUCT A WIRELESS INSTALLATION. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INDOOR EQUIPMENT**
- INSTALL (1) 80'-0" HIGH MONOPOLE
 - INSTALL (12) PANEL ANTENNAS
 - INSTALL (36) REMOTE RADIO UNITS (RRU)
 - INSTALL (4) DC-9 SURGE SUPPRESSORS
 - INSTALL (3) DC-12 SURGE SUPPRESSORS
 - INSTALL (1) 20kW BACKUP GENERATOR WITH 125gal TANK
 - INSTALL (1) 6' x 6' STEEL WALK IN CABINET (W.I.C.) WITHIN PROPOSED AT&T LEASE AREA
 - INSTALL (1) UTILITY TRENCHES
 - INSTALL (1) CHAIN-LINK FENCE ENCLOSURE
 - INSTALL (1) CIENA CABINET
 - INSTALL (1) TELCO CABINET
 - INSTALL (1) 6' Ø MICROWAVE ANTENNA
 - INSTALL (1) 12' WIDE CHAIN-LINK ACCESS GATE
 - INSTALL (1) 12' WIDE WROUGHT IRON ACCESS GATE

PROJECT DESCRIPTION

SHEET	DESCRIPTION	REV
T-1	TITLE SHEET	6
LS-1	TOPOGRAPHIC SURVEY	C
LS-2	TOPOGRAPHIC SURVEY	C
A-1	OVERALL SITE PLAN	6
A-2	SITE PLAN	6
A-3	ENLARGED SITE PLAN	6
A-4	PROPOSED COMPOUND AND EQUIPMENT LAYOUTS	6
A-5	PROPOSED ANTENNA PLAN / ANTENNA AND RRU SCHEDULE	6
A-6	PROPOSED WEST AND SOUTH ELEVATION	6

SHEET INDEX

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

DO NOT SCALE DRAWINGS

APPLICANT:



1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

ENGINEER:



65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

DRAWN BY: DS/MP/BW
CHECKED BY: AG

REVISIONS:

REV	DATE	DESCRIPTION
6	05/25/2022	REVISED ANTENNA DESIGN
5	06/25/2021	DRM COMMENTS
4	06/15/2021	ANTENNA CHANGE
3	10/13/2020	MICROWAVE DESIGN
2	05/01/2020	DRM COMMENTS
1	04/15/2020	PLANNING COMMENTS
0	03/06/2020	100% ZONING DRAWING
A	02/18/2020	90% ZONING DRAWING

LICENSER:

NOT FOR
CONSTRUCTION

PROJECT INFORMATION:

CSL02379

500 LOCUST STREET
CHALFANT, CA 93514

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1

LEGEND			
EDR	EDGE OF ROAD	PP	UTILITY POLE
NG	NATURAL GROUND	AP	TOP OF ASPHALT
	SPOT ELEVATION		POSITION OF GEODETIC COORDINATES
	SUBJECT PROPERTY LINE		ADJACENT PROPERTY LINE
	MAJOR CONTOUR INTERVAL		MINOR CONTOUR INTERVAL
	SECTION LINE		

SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT ORDER #MT-00009582-M, ISSUED BY INYO-MONO TITLE COMPANY, DATED APRIL 20, 2020. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.
NOTE: EXCEPTION ITEMS 1, 3 AND 4 ARE NOT SURVEY MATTERS AND HAVE NOT BEEN PLOTTED

ITEMIZED NOTES:

2. RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENT FROM THE THE UNITED STATES OF AMERICA, AND IN THE ACTS AUTHORIZING THE ISSUANCE THEREOF.
RECORDING DATE: DECEMBER 23, 1999
RECORDING NO.: BOOK 0886 PAGE 519, OFFICIAL RECORDS (NOTHING TO PLOT)

LESSOR'S LEGAL DESCRIPTION

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 33 EAST, M.D.B.&M., IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF

LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 33 EAST, M.D.B.&M., IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

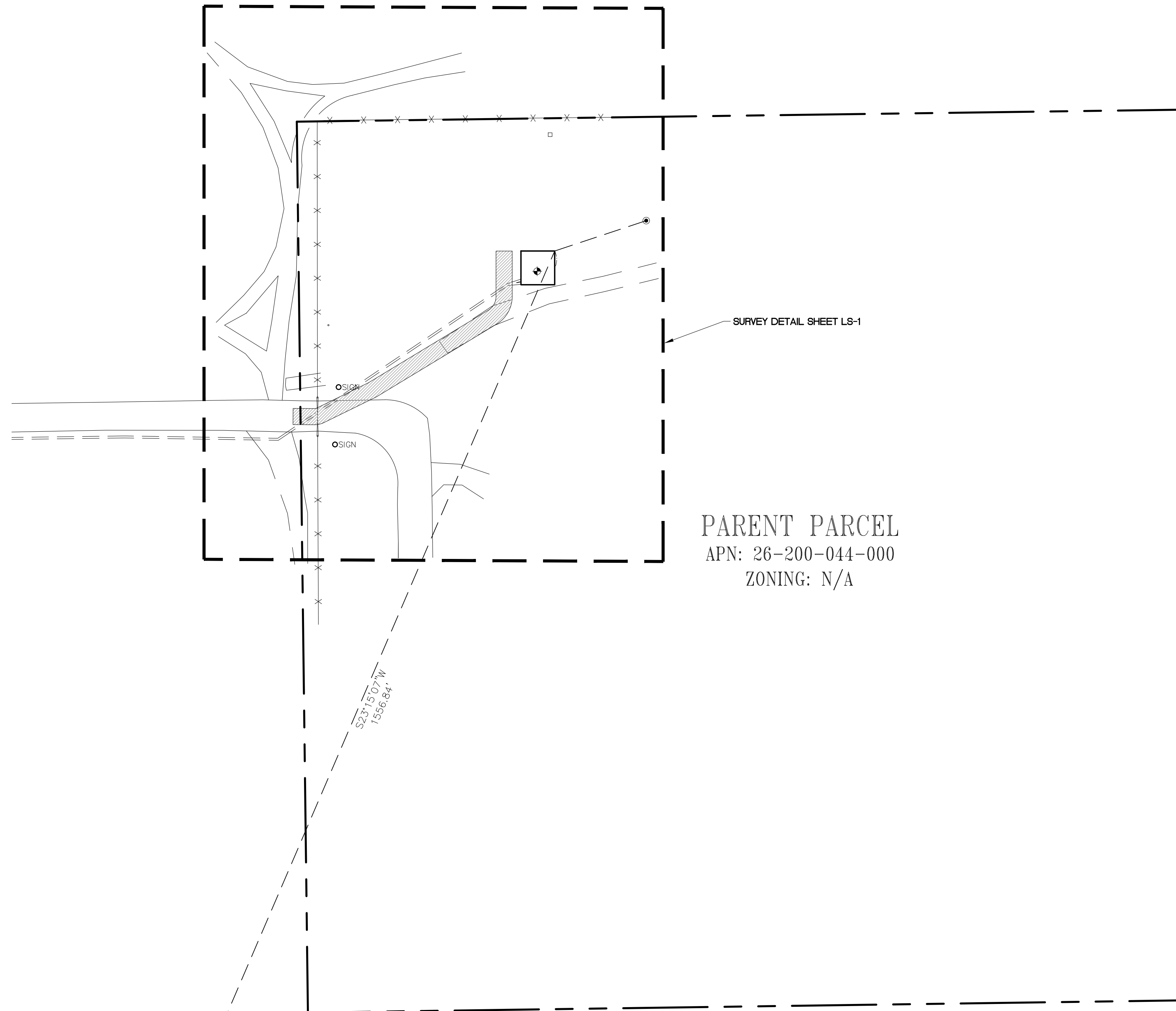
NOTE: COORDINATES SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM CALIFORNIA STATE PLANE COORDINATE ZONE THREE, DETERMINED BY GPS OBSERVATIONS.

BEGINNING AT THE NORTHEAST CORNER OF SAID LEASE AREA, FROM WHICH A BRASS CAP IN CONCRETE STAMPED " MONO COUNTY S-03 2008 SETTLEMENT" WITH A NORTHING OF 2023124.21 AND AN EASTING OF 7182996.63 BEARS NORTH 71°39'33" EAST, 71.45 FEET, AND FROM WHICH AN ALUMINUM CAP STAMPED "LS 8007" AT THE NORTHERLY MOST SOUTHWEST CORNER OF PARCEL 2 AS SHOWN ON PARCEL MAP NO. 37-189, RECORDED IN PARCEL MAP BOOK 5, PAGE 78 OFFICIAL RECORDS OF SAID COUNTY, WITH A NORTHING OF 2021671.34 AND AN EASTING OF 7182314.21 BEARS SOUTH 23°15'07" WEST, 1556.84 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 00°00'00" EAST, 25.00 FEET; THENCE NORTH 90°00'00" WEST, 25.00 FEET; THENCE NORTH 00°00'00" EAST, 25.00 FEET; THENCE NORTH 90°00'00" EAST, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 625 SQUARE FEET (0.01 ACRES) OF LAND, MORE OR LESS.

ACCESS NOTE

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.



PARENT PARCEL
APN: 26-200-044-000
ZONING: N/A

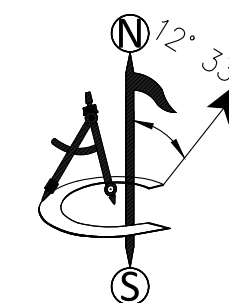
SURVEYOR'S STATEMENT:
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF AT&T IN FEBRUARY OF 2020.

Patrick B. Donohoe 06/06/2022
PATRICK B. DONOHOE P.L.S. NO. 9332

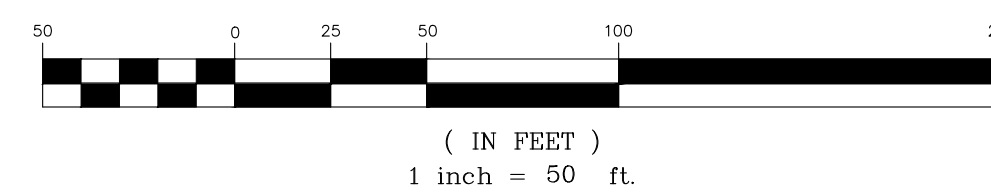


ALUMINUM CAP
N: 2021671.34
E: 7182314.21

MOUNTAIN VIEW AVENUE



GRAPHIC SCALE



APPLICANT:



1452 EDINGER AVENUE
3RD FLOOR
TUSTIN, CA 92780

ENGINEER:

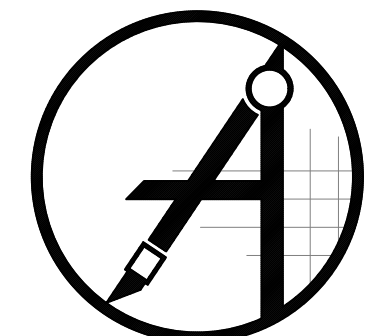


65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

DRAWN BY: LO
CHECKED BY: PD

REVISIONS:

REV	DATE	DESCRIPTION
D	06/06/22	ADDRESS (C) (SB)
C	04/29/20	REVISE DESIGN (CK)
B	04/13/20	ADD DESIGN (RAG)
A	02/15/20	PRELIMINARY (LO)



4645 S. LAKESHORE DR. #14
TEMPE, ARIZONA 85282
PH. (480) 659-4072
www.ambitconsulting.us

ambit consulting

PROJECT INFORMATION:

CSL02379

500 LOCUST ST
CHALFANT CA 93514

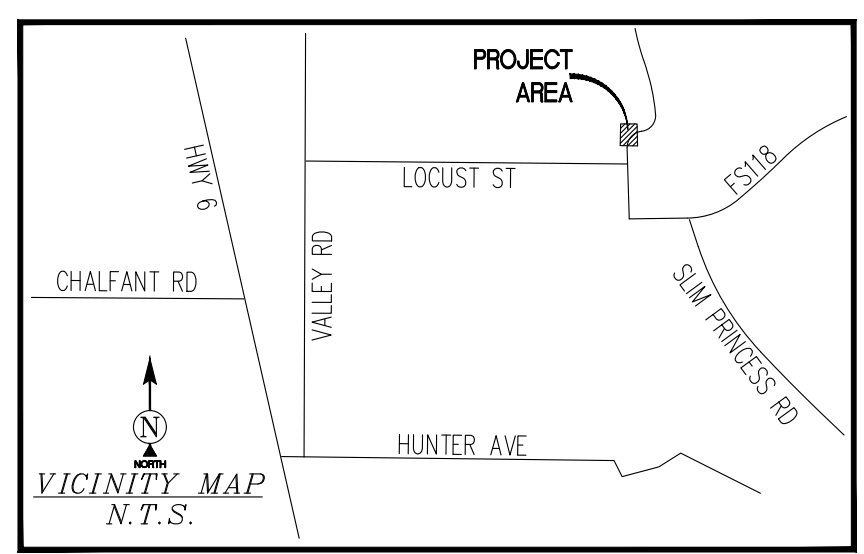
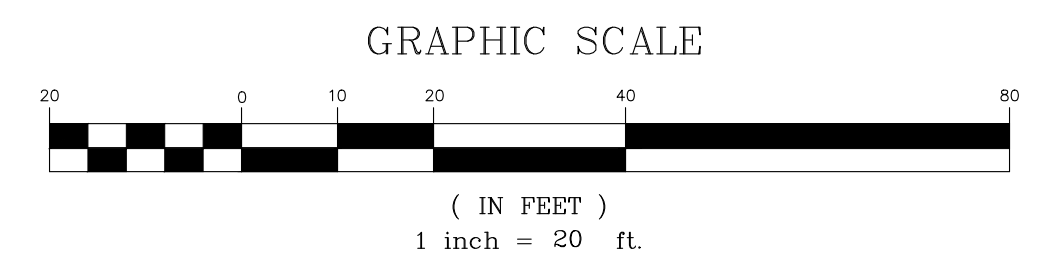
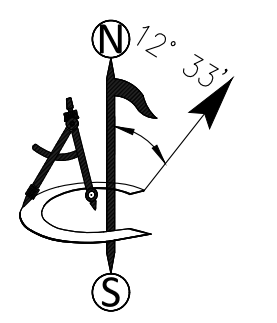
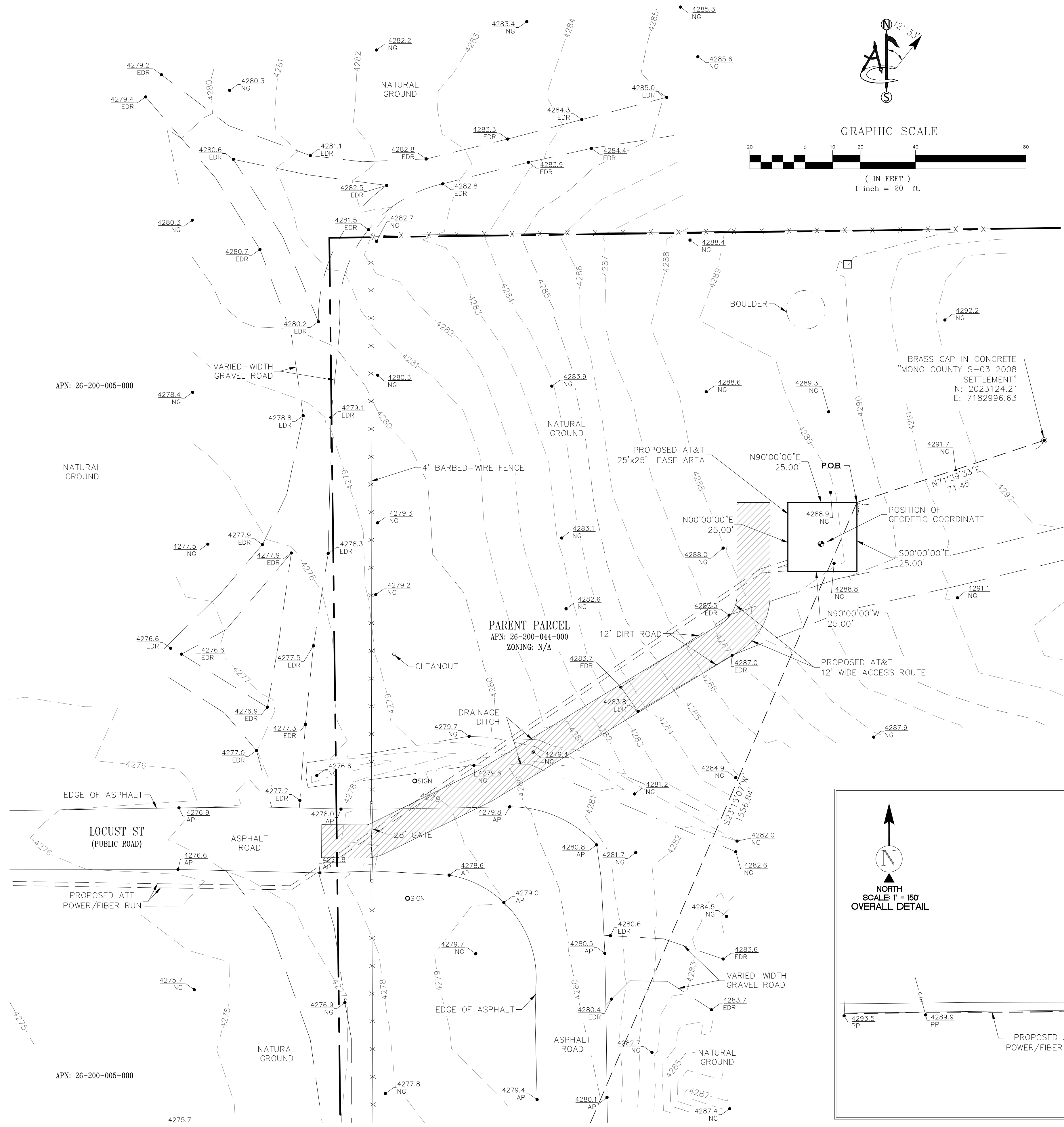
MONO COUNTY

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:

LS-1



LEGEND

EDR	EDGE OF ROAD	PP	UTILITY POLE
NG	NATURAL GROUND	AP	TOP OF ASPHALT
	SPOT ELEVATION		POSITION OF GEODETIC COORDINATES
	SUBJECT PROPERTY LINE		ADJACENT PROPERTY LINE
	MAJOR CONTOUR INTERVAL		MINOR CONTOUR INTERVAL
	SECTION LINE		

SURVEY DATE
02/12/2020

BASIS OF BEARING
BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM CALIFORNIA STATE PLANE COORDINATE ZONE THREE, DETERMINED BY GPS OBSERVATIONS.

BENCHMARK
PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS "GEOID 12B" MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY RAW STATIC GPS DATA PROCESSED ON THE NGS OPUS WEBSITE. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

GRID-TO-GROUND SCALE FACTOR NOTE
ALL BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA ZONE THREE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99973714.

FLOOD ZONE
THIS PROJECT APPEARS TO BE LOCATED WITHIN "FLOOD AREAS ZONE D". ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP ID #06051C1750E, DATED 12/18/2012.

UTILITY NOTES
SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

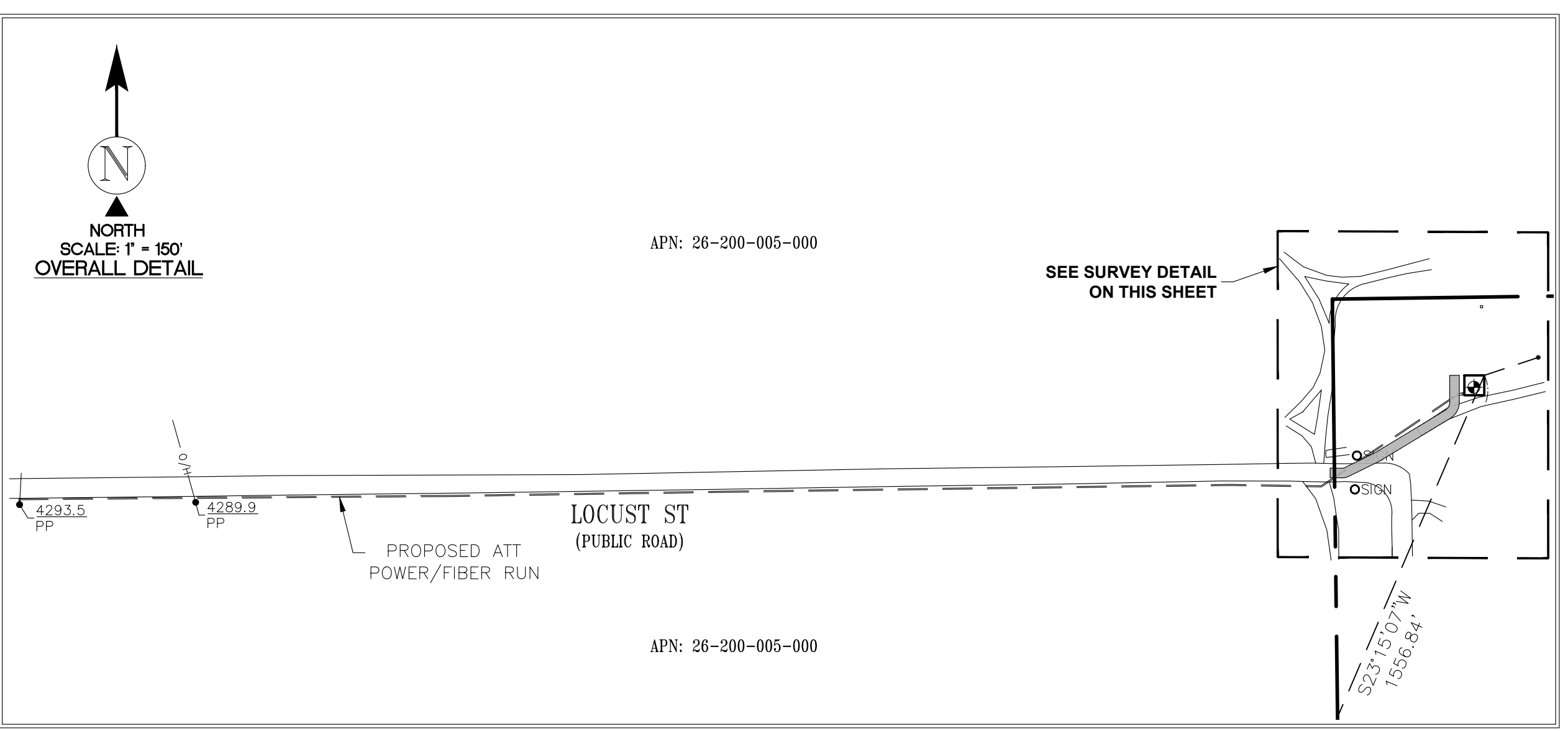
SURVEYOR'S NOTES
SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS AND FOLLOWS THE CURRENT NATIONAL MAP STANDARDS FOR VERTICAL ACCURACY.

POSITION OF GEODETIC COORDINATE
LATITUDE 37° 31' 53.20" (37.531444°) NORTH (NAD83)
LONGITUDE 118° 21' 26.44" (118.357344°) WEST (NAD83)
GROUND ELEVATION @ 4288.8' (NAVD88)



APPLICANT:

1452 EDINGER AVENUE
3RD FLOOR
TUSTIN, CA 92780

ENGINEER:

an SFC Communications, Inc. Company
65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

DRAWN BY: LO
CHECKED BY: PD

REVISIONS:

REV	DATE	DESCRIPTION
D	06/06/22	ADDRESS (C) (SB)
C	04/29/20	REVISE DESIGN (CK)
B	04/13/20	ADD DESIGN (RAG)
A	02/15/20	PRELIMINARY (LO)

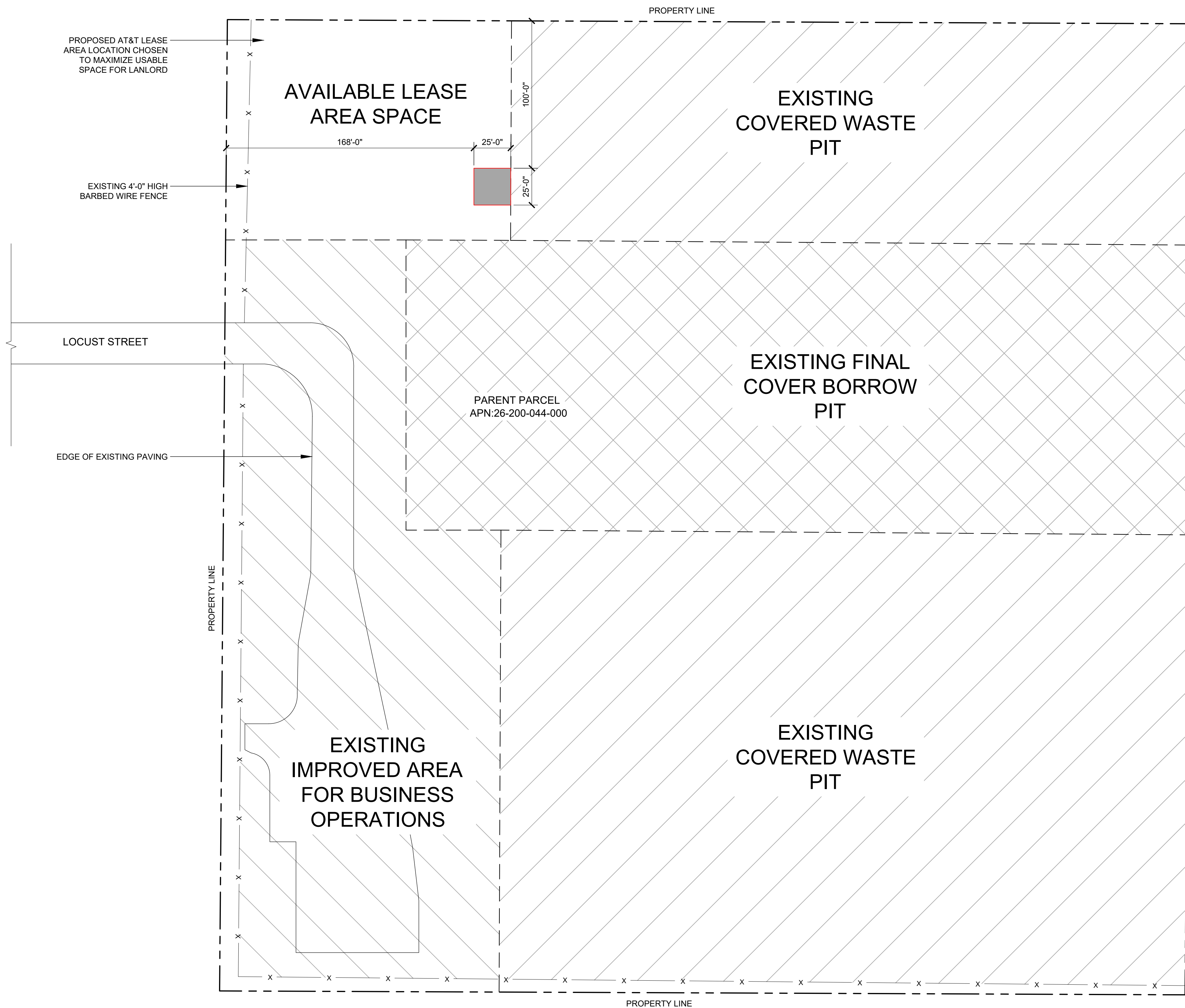
4645 S. LAKESHORE DR. #14
TEMPE, ARIZONA 85282
PH. (480) 659-4072
www.ambitconsulting.us

PROJECT INFORMATION:
CSL02379
500 LOCUST ST
CHALFANT CA 93514
MONO COUNTY

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
LS-2

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE
CORRECTLY, CHECK FOR REDUCTION OR
ENLARGEMENT FROM ORIGINAL PLANS.



APPLICANT:



1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

ENGINEER:



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IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

DRAWN BY: DS/MP/BW

CHECKED BY: AG

REVISIONS:

REV	DATE	DESCRIPTION
6	05/25/2022	REVISED ANTENNA DESIGN
5	06/25/2021	DRM COMMENTS
4	06/15/2021	ANTENNA CHANGE
3	10/13/2020	MICROWAVE DESIGN
2	05/01/2020	DRM COMMENTS
1	04/15/2020	PLANNING COMMENTS
0	03/06/2020	100% ZONING DRAWING
A	02/18/2020	90% ZONING DRAWING

LICENSER:

**NOT FOR
CONSTRUCTION**

PROJECT INFORMATION:

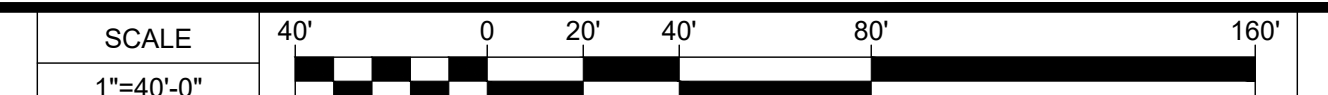
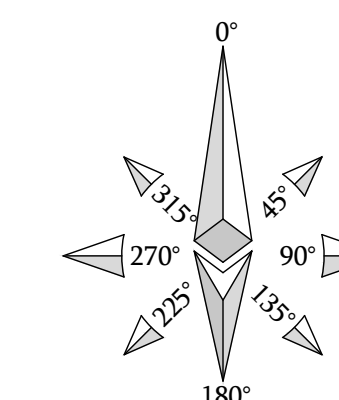
CSL02379
500 LOCUST STREET
CHALFANT, CA 93514

SHEET TITLE:

OVERALL
SITE PLAN

SHEET NUMBER:

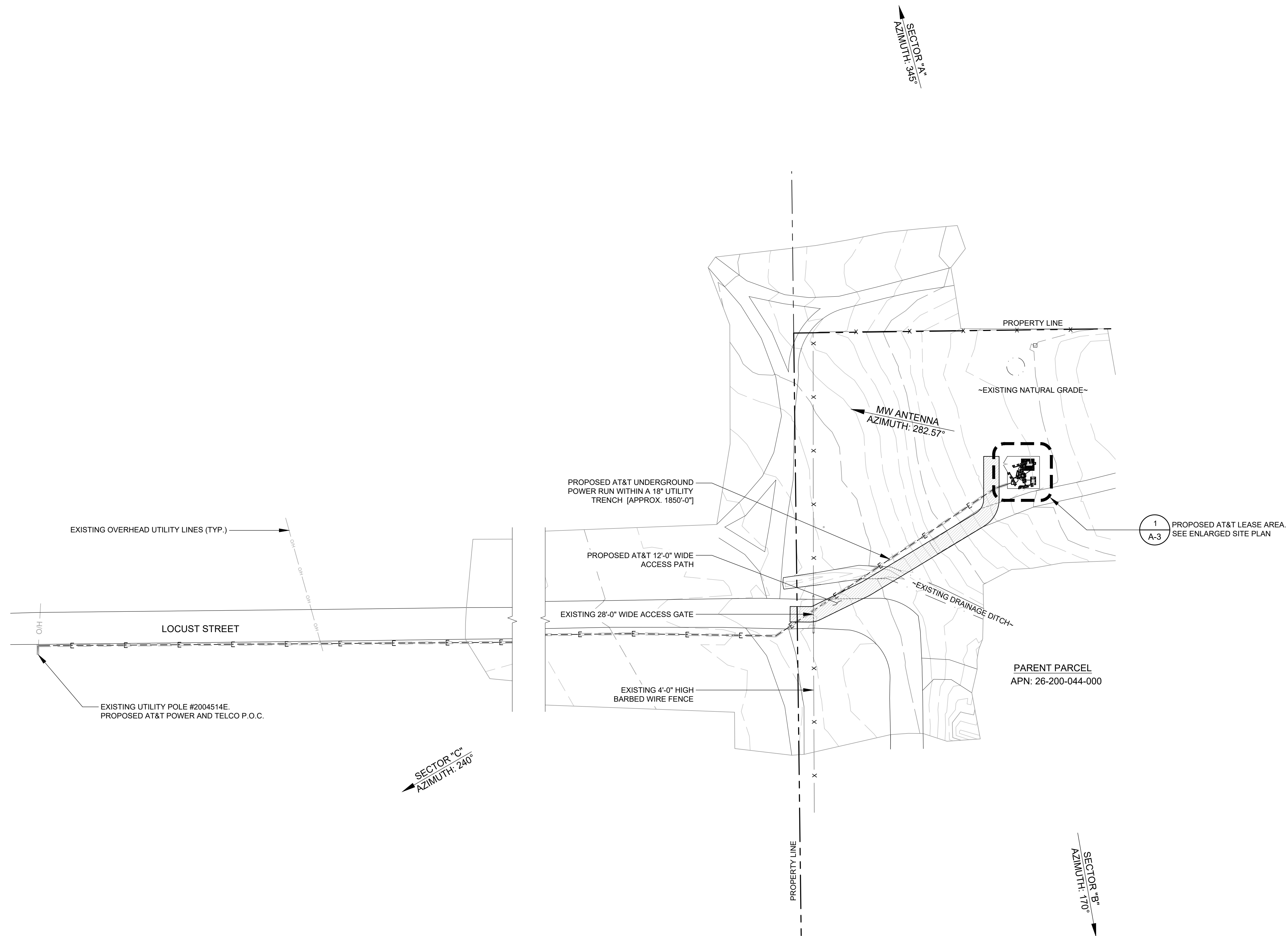
A-1



SCALE
1"=40'-0"

1

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE
CORRECTLY, CHECK FOR REDUCTION OR
ENLARGEMENT FROM ORIGINAL PLANS.



APPLICANT:

The new **at&t**

1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

ENGINEER:

Eukon
an SFC Communications, Inc. Company

65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

DRAWN BY: DS/MP/BW
CHECKED BY: AG

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A	02/18/2020	90% ZONING DRAWING

LICENSER:

NOT FOR
CONSTRUCTION

PROJECT INFORMATION:

CSL02379

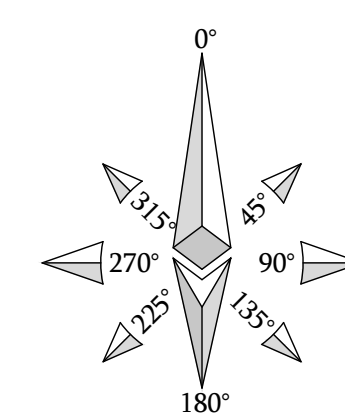
500 LOCUST STREET
CHALFANT, CA 93514

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

A-2

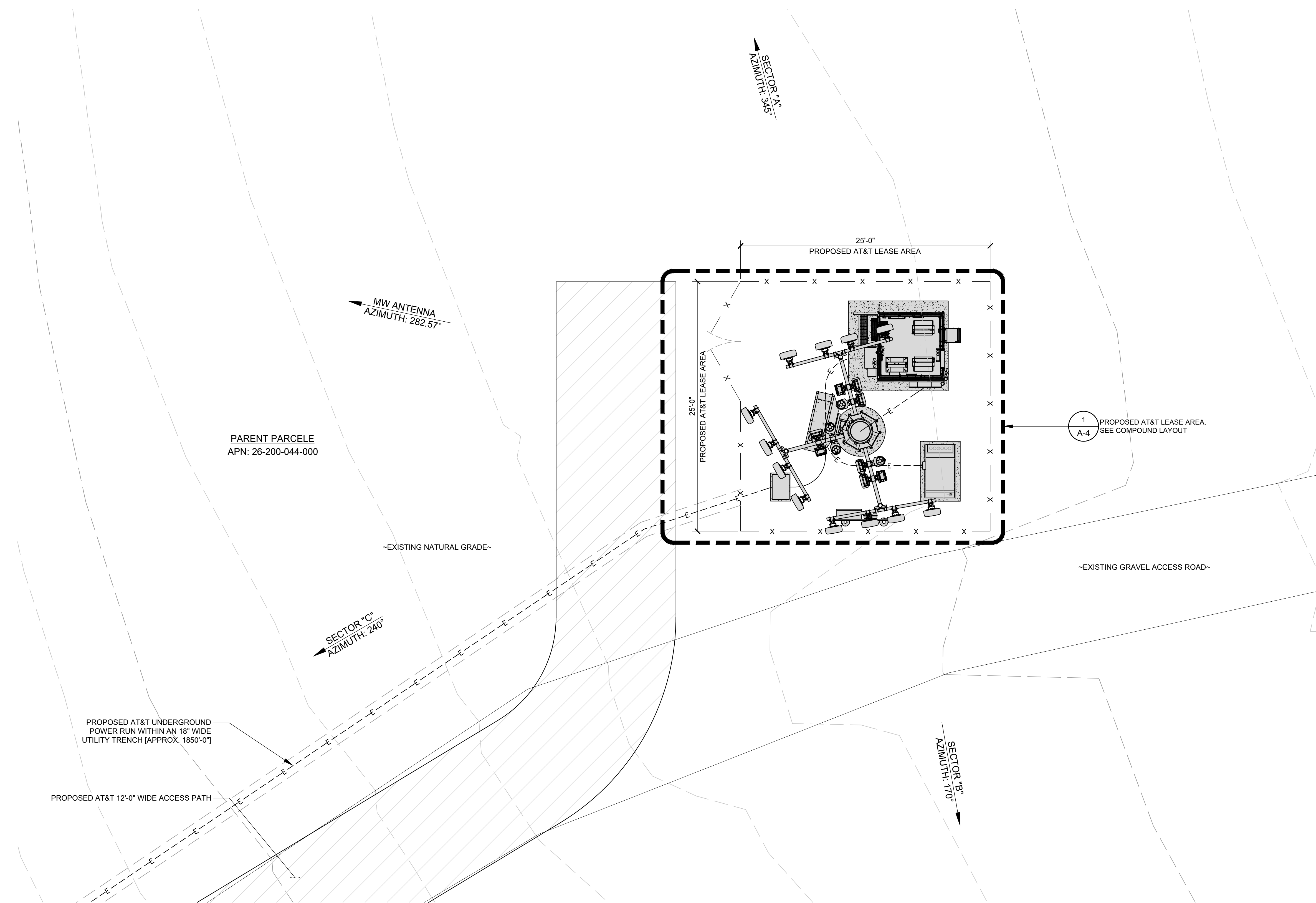


SCALE
NONE 1

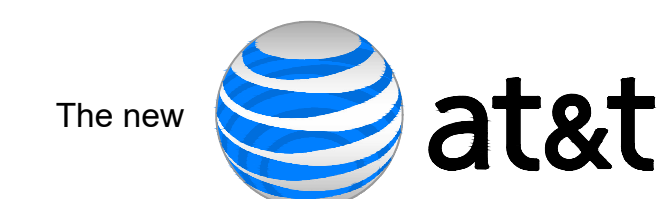
EUKON AT&T TEMP V2.0

SITE PLAN

SCALE NOTE:
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0	03/06/2020	100% ZONING DRAWING
A	02/18/2020	90% ZONING DRAWING

LICENSER:

**NOT FOR
CONSTRUCTION**

PROJECT INFORMATION:

CSL02379
500 LOCUST STREET
CHALFANT, CA 93514

SHEET TITLE:

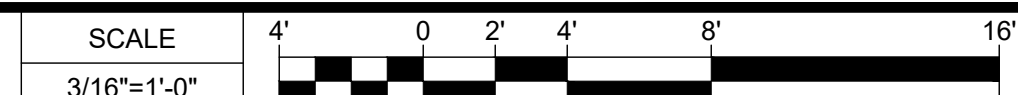
ENLARGED
SITE PLAN

SHEET NUMBER:

A-3

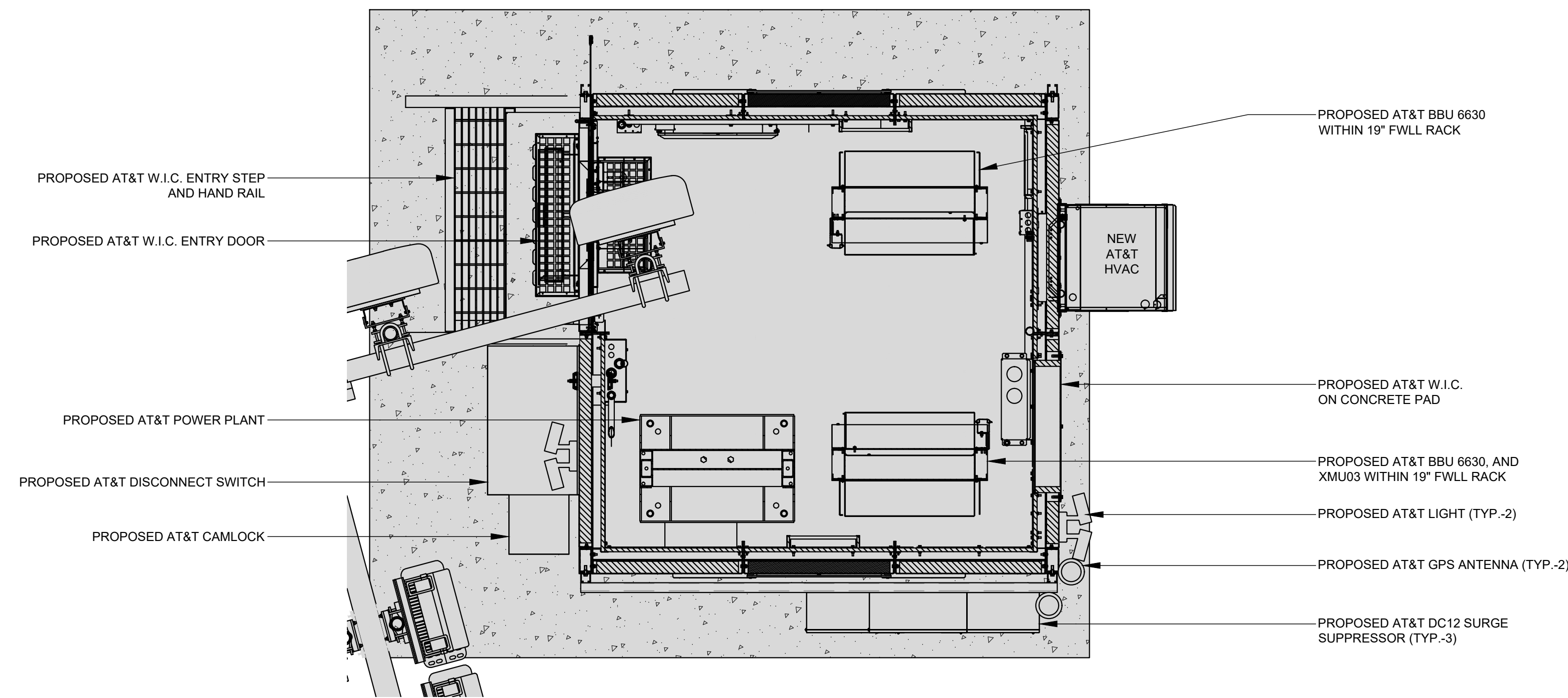
EUKON AT&T TEMP V2.0

ENLARGED SITE PLAN



1

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE
CORRECTLY, CHECK FOR REDUCTION OR
ENLARGEMENT FROM ORIGINAL PLANS.



PROPOSED EQUIPMENT LAYOUT

SCALE 3/4"=1'-0" 2

APPLICANT:

1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

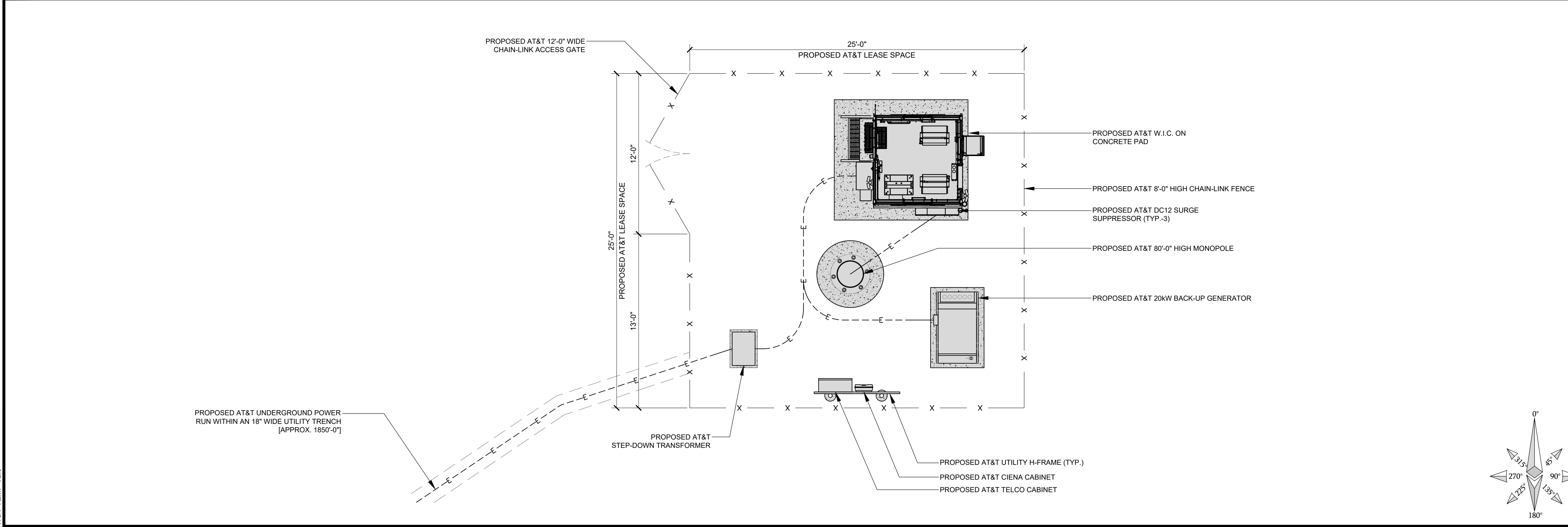
ENGINEER:

an SFC Communications, Inc. Company
65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

DRAWN BY: DS/MP/BW
CHECKED BY: AG

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A	02/18/2020	90% ZONING DRAWING



PROPOSED COMPOUND LAYOUT

SCALE 1/4"=1'-0" 1

LICENSER:

NOT FOR CONSTRUCTION

PROJECT INFORMATION:

CSL02379
500 LOCUST STREET
CHALFANT, CA 93514

SHEET TITLE:

PROPOSED COMPOUND AND EQUIPMENT LAYOUTS

SHEET NUMBER:

A-4

EUKON AT&T TEMP V2.0

OPTIMUM ANTENNA REQUIREMENTS (VERIFY WITH CURRENT RFDS)								
SECTOR	TECHNOLOGY	ANTENNA MODEL	ANTENNA SIZE	ANTENNA AZIMUTH	RAD CENTER	TRANSMISSION CABLE		
						LENGTH	NUMBER	
ALPHA SECTOR	A1	LTE	PANEL ANTENNA	8'	345°	76'-0"	±150'	2 FIBER
	A2	LTE	PANEL ANTENNA	8'	345°	76'-0"	±150'	2 FIBER
	A3	LTE	PANEL ANTENNA	8'	345°	76'-0"	±150'	2 FIBER
	A4	LTE	PANEL ANTENNA	8'	345°	76'-0"	±150'	2 FIBER
BETA SECTOR	B1	LTE	PANEL ANTENNA	8'	170°	76'-0"	±150'	2 FIBER
	B2	LTE	PANEL ANTENNA	8'	170°	76'-0"	±150'	2 FIBER
	B3	LTE	PANEL ANTENNA	8'	170°	76'-0"	±150'	2 FIBER
	B4	LTE	PANEL ANTENNA	8'	170°	76'-0"	±150'	2 FIBER
GAMMA SECTOR	C1	LTE	PANEL ANTENNA	8'	240°	76'-0"	±150'	2 FIBER
	C2	LTE	PANEL ANTENNA	8'	240°	76'-0"	±150'	2 FIBER
	C3	LTE	PANEL ANTENNA	8'	240°	76'-0"	±150'	2 FIBER
	C4	LTE	PANEL ANTENNA	8'	240°	76'-0"	±150'	2 FIBER

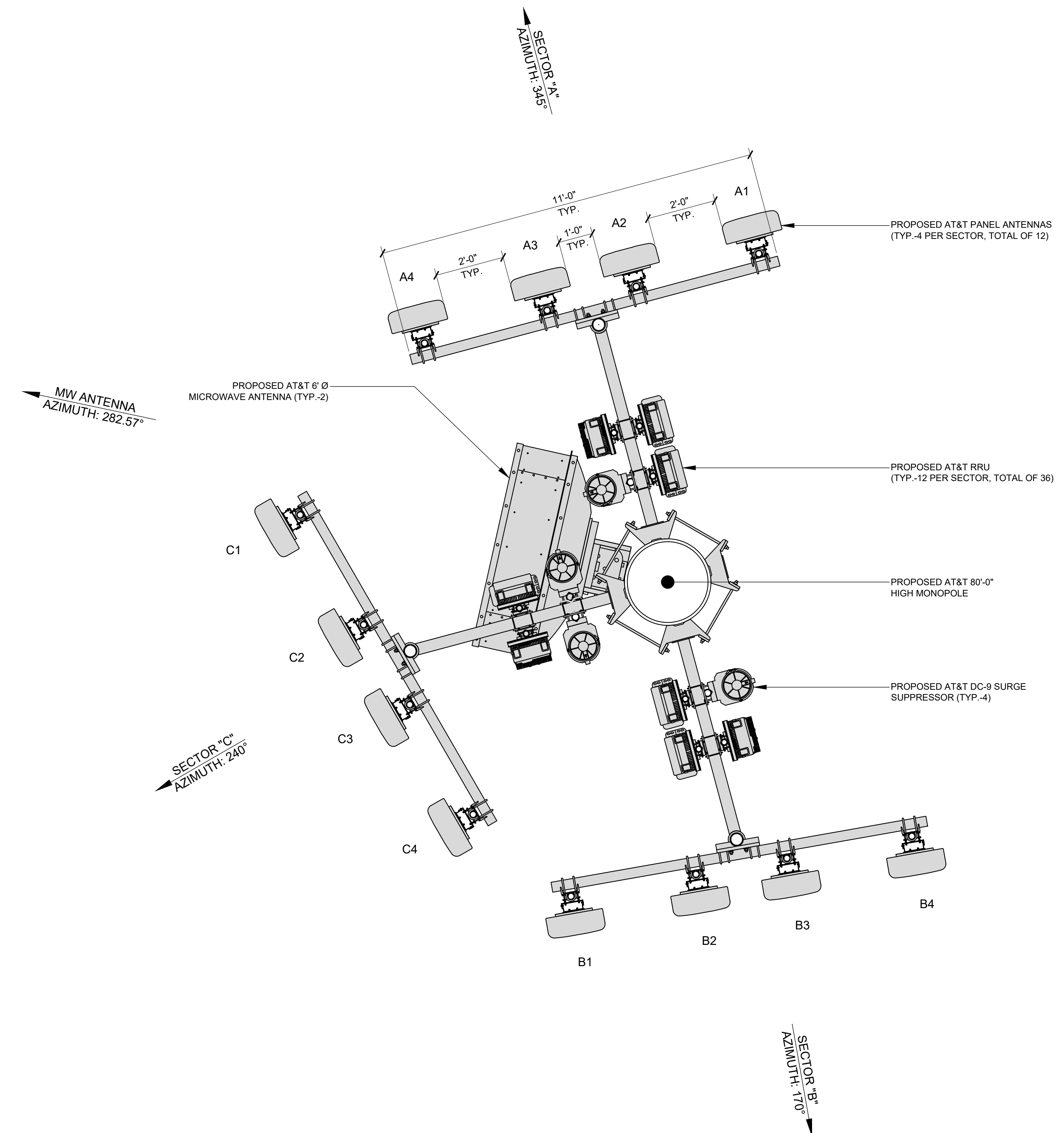
REMOTE RADIO UNITS						
SECTOR	RRU TYPE	RRU LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES			
			ABOVE	BELOW	SIDES	
ALPHA SECTOR	A1	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A1	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A1	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A2	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A2	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A2	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A3	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A3	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A3	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A4	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A4	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	A4	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
BETA SECTOR	B1	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	B1	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	B1	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	B2	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	B2	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	B2	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	B3	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	B3	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	B3	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	B4	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	B4	ERICSSON RRUs (LTE)	±15'	16"	8"	0"
	GAMMA SECTOR	C1	ERICSSON RRUs (LTE)	±15'	16"	8"
C1		ERICSSON RRUs (LTE)	±15'	16"	8"	0"
C1		ERICSSON RRUs (LTE)	±15'	16"	8"	0"
C2		ERICSSON RRUs (LTE)	±15'	16"	8"	0"
C2		ERICSSON RRUs (LTE)	±15'	16"	8"	0"
C2		ERICSSON RRUs (LTE)	±15'	16"	8"	0"
C3		ERICSSON RRUs (LTE)	±15'	16"	8"	0"
C3		ERICSSON RRUs (LTE)	±15'	16"	8"	0"
C3		ERICSSON RRUs (LTE)	±15'	16"	8"	0"
C4		ERICSSON RRUs (LTE)	±15'	16"	8"	0"
C4		ERICSSON RRUs (LTE)	±15'	16"	8"	0"

SURGE SUPPRESSION SYSTEM				
SYSTEM	MANUFACTURER	PART NUMBER	QTY	LOCATION
	RAYCAP	DC12-48-60-RM	3	MOUNTED ON PROPOSED UNISTRUT ON SIDE OF W.I.C.
	RAYCAP	DC9-48-60-24-8C-EV	4	MOUNTED ON PROPOSED MONOPOLE

NOTES TO CONTRACTOR

- CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.
- CABLE LENGTHS WERE DETERMINED BASED ON A VISUAL INSPECTION DURING SITE WALK. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.
- CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).
- CONTRACTOR TO USE CABLES SPECIFIED (OR ENGINEER APPROVED EQUAL).

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.



APPLICANT:

The new **at&t**

1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

ENGINEER:

Eukon
an SFC Communications, Inc. Company

65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

DRAWN BY: DS/MP/BW
CHECKED BY: AG

REVISIONS:		
REV	DATE	DESCRIPTION
6	05/25/2022	REVISED ANTENNA DESIGN
5	06/25/2021	DRM COMMENTS
4	06/15/2021	ANTENNA CHANGE
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1	04/15/2020	PLANNING COMMENTS
0	03/06/2020	100% ZONING DRAWING
A	02/18/2020	90% ZONING DRAWING

LICENSER:

NOT FOR CONSTRUCTION

PROJECT INFORMATION:

CSL02379

500 LOCUST STREET
CHALFANT, CA 93514

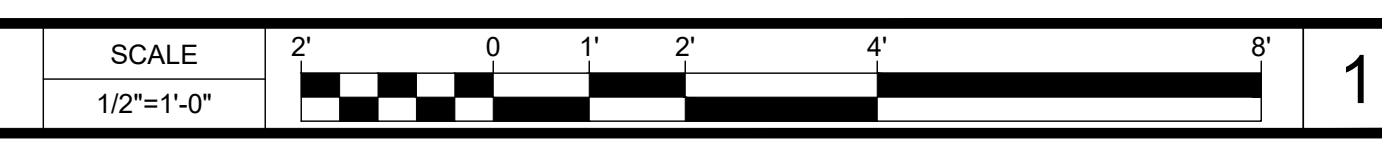
SHEET TITLE:

PROPOSED ANTENNA PLAN
/ ANTENNA AND RRU
SCHEDULE

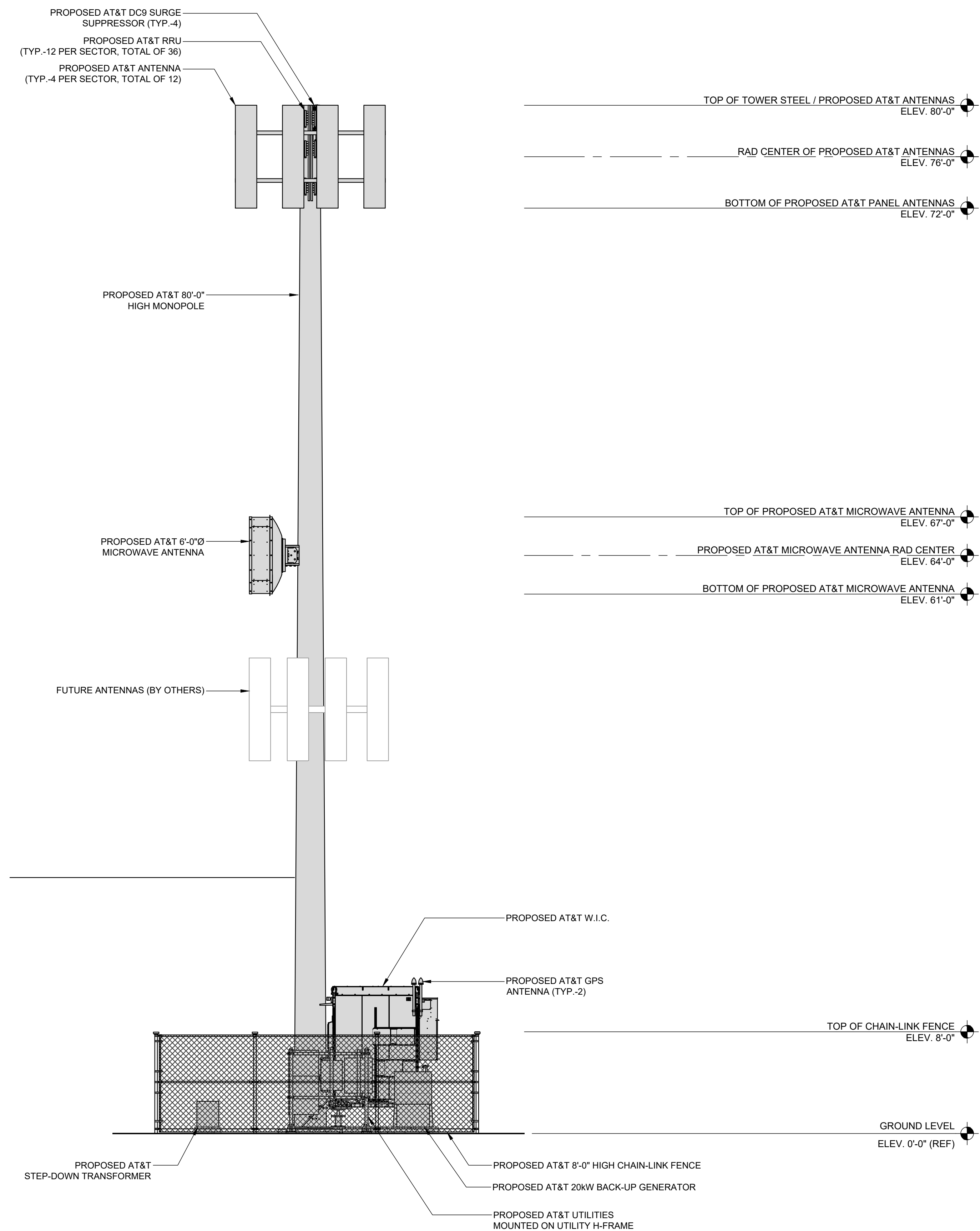
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A-5

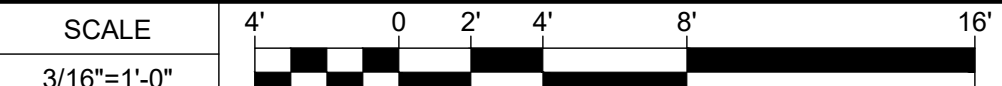
EUKON AT&T TEMP V2.0



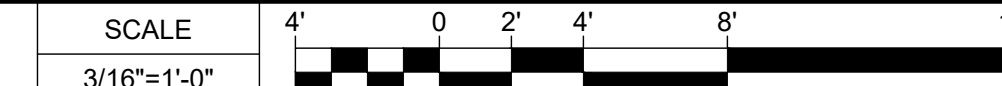
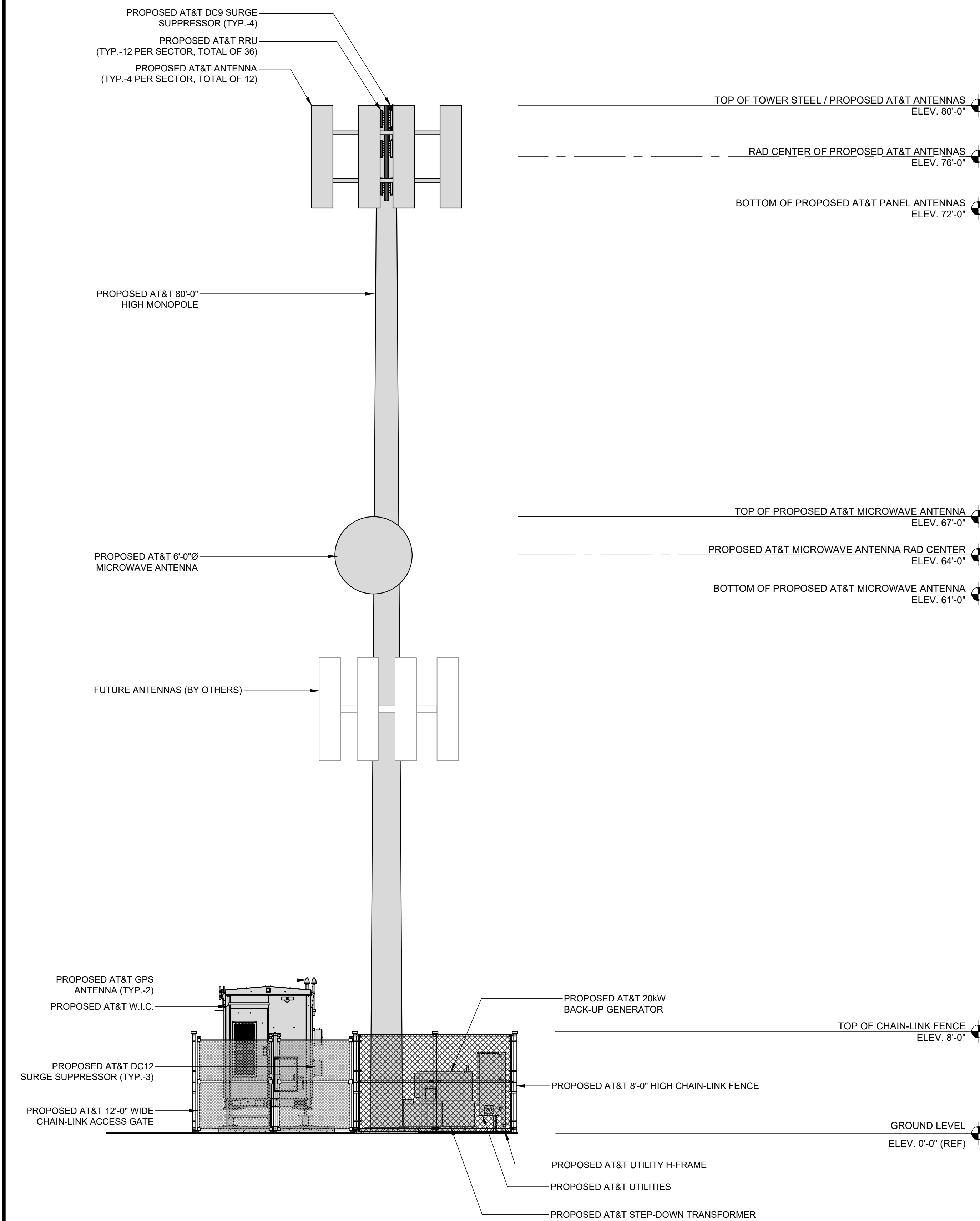
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PROPOSED SOUTH ELEVATION



PROPOSED WEST ELEVATION



APPLICANT:



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3RD FLOOR
TUSTIN, CA 92780

ENGINEER:



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LICENSER:

NOT FOR
CONSTRUCTION

PROJECT INFORMATION:

CSL02379
500 LOCUST STREET
CHALFANT, CA 93514

SHEET TITLE:

PROPOSED WEST
AND SOUTH
ELEVATION

SHEET NUMBER:

A-6

LTE Justification Plots

Market Name: Los Angeles

Site ID: CSL02379

Site Address: 500 Locust Street, Bishop CA 93514

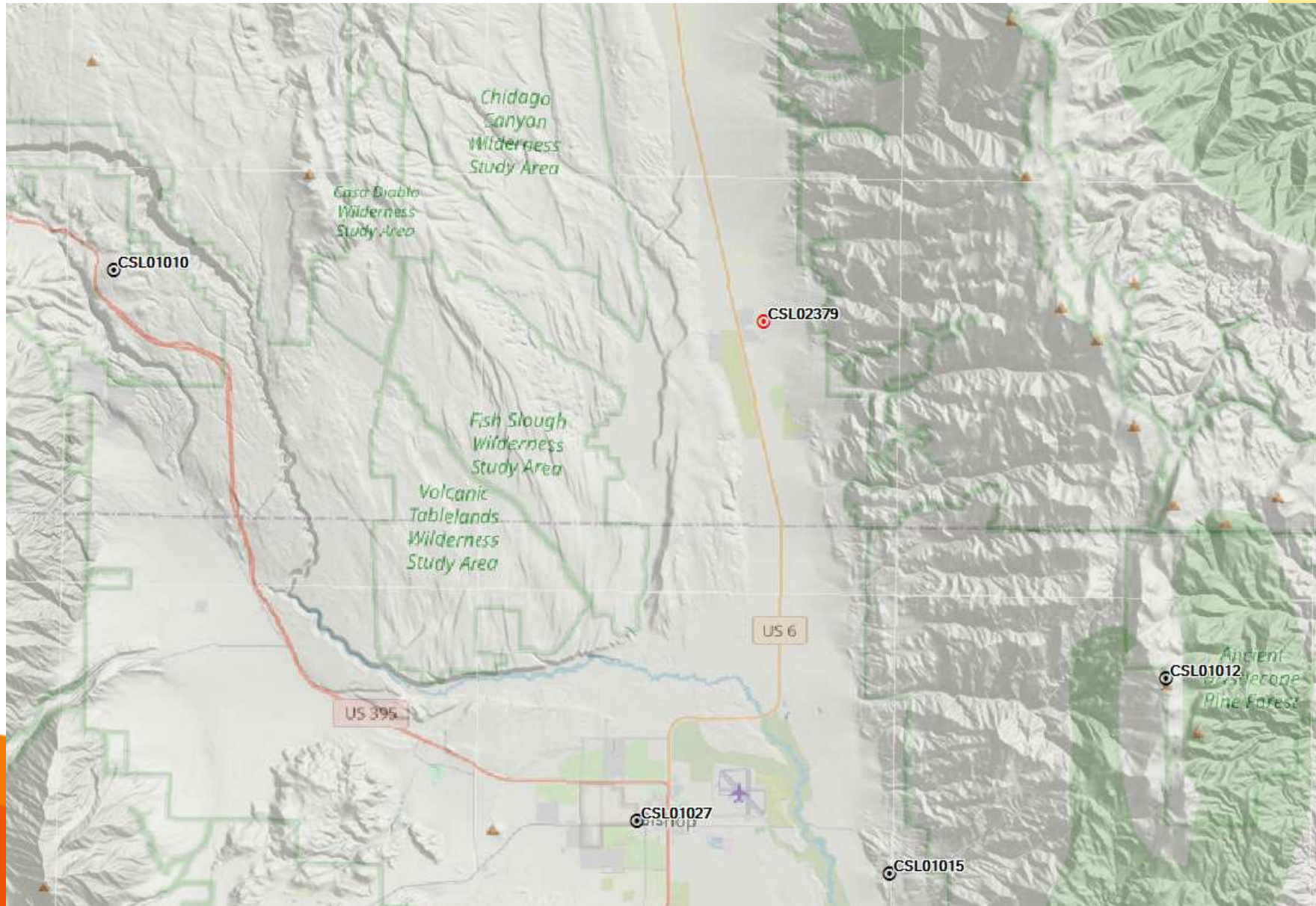
ATOLL Plots Completion Date: Jan 26, 2022



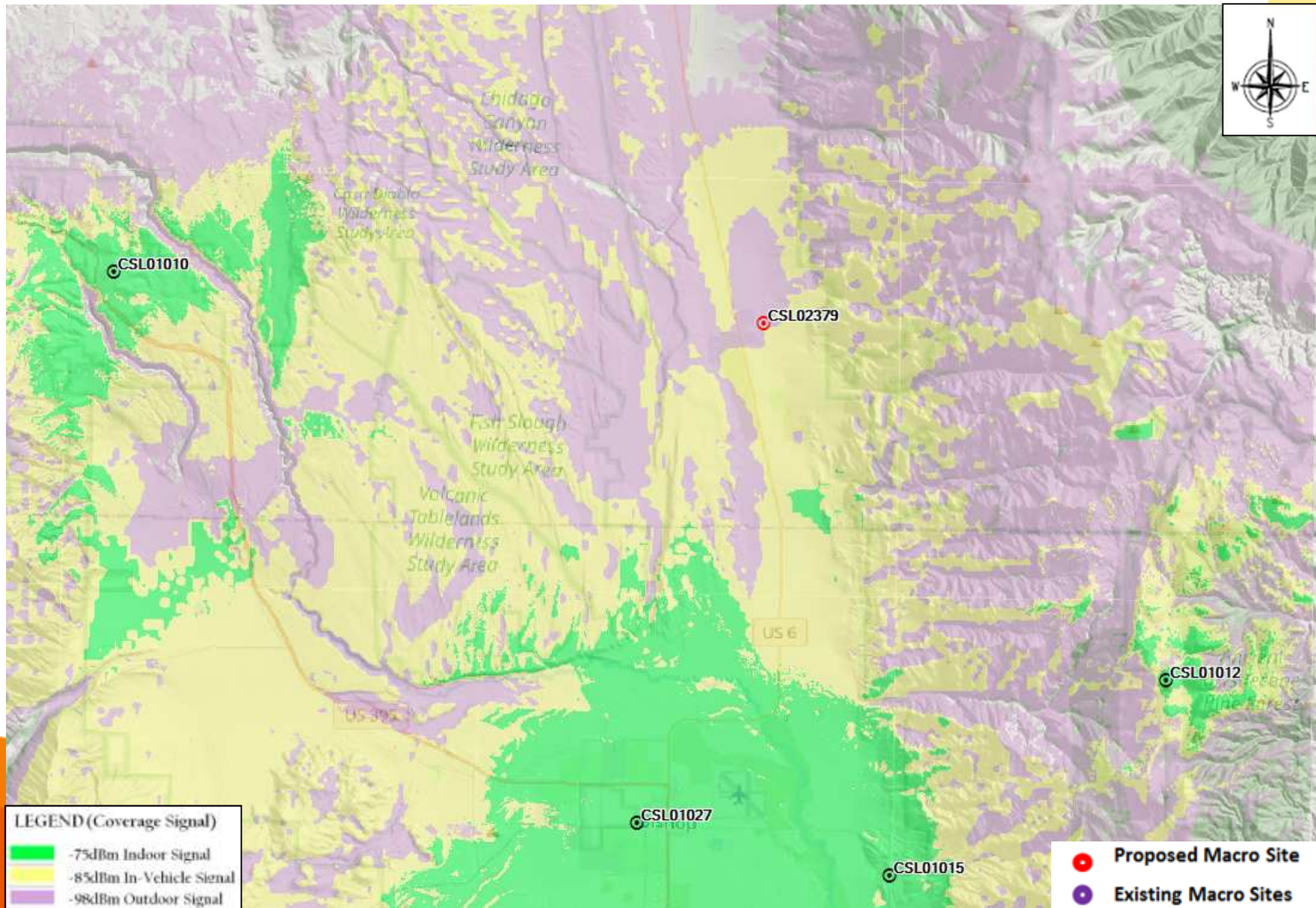
Assumptions

- ∇ Propagation of the site plots are based on our current Atoll (Design tool) project tool that shows the preferred design of the AT&T 4G-LTE network coverage.
- ∇ The propagation referenced in this package is based on proposed LTE coverage of AT&T users in the surrounding buildings, in vehicles and at street level . For your reference, the scale shown ranges from good to poor coverage with gradual changes in coverage showing best coverage to marginal and finally poor signal levels.
- ∇ The plots shown are based on the following criteria:
 - Existing:** Since LTE network modifications are not yet **On-Air**. The first slide is a snap shot of the area showing the existing site without LTE coverage in the AT&T network.
 - The Planned LTE Coverage with the Referenced Site:** Assuming all the planned neighboring sites of the target site are approved by the jurisdiction and the referenced site is also approved and **On-Air**, the propagation is displayed with the planned legends provided.
 - Without Target site:** Assuming all the planned neighboring sites are approved by the jurisdiction and **On-Air** and the referenced site is **Off-Air**, the propagation is displayed with the legends provided.

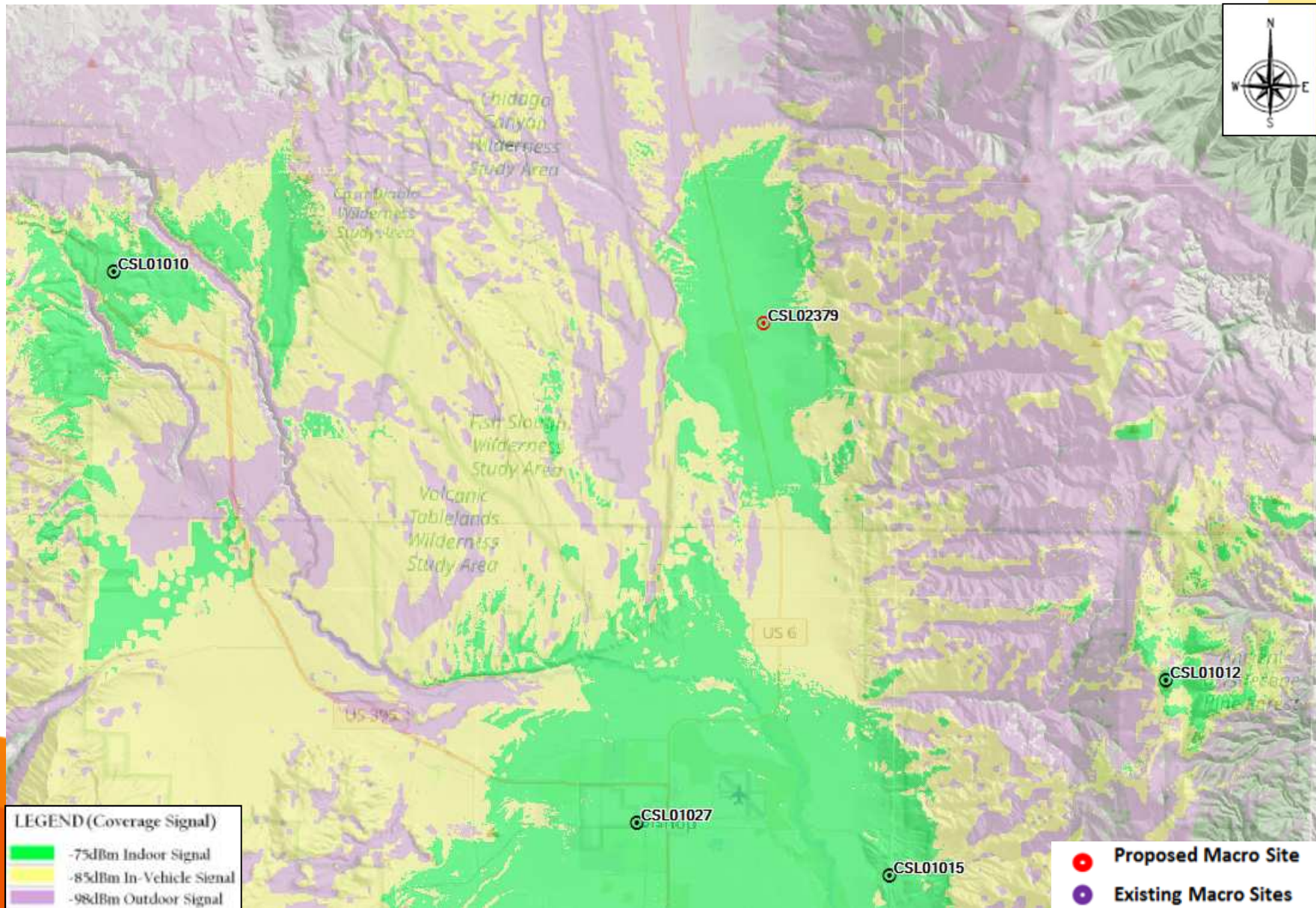




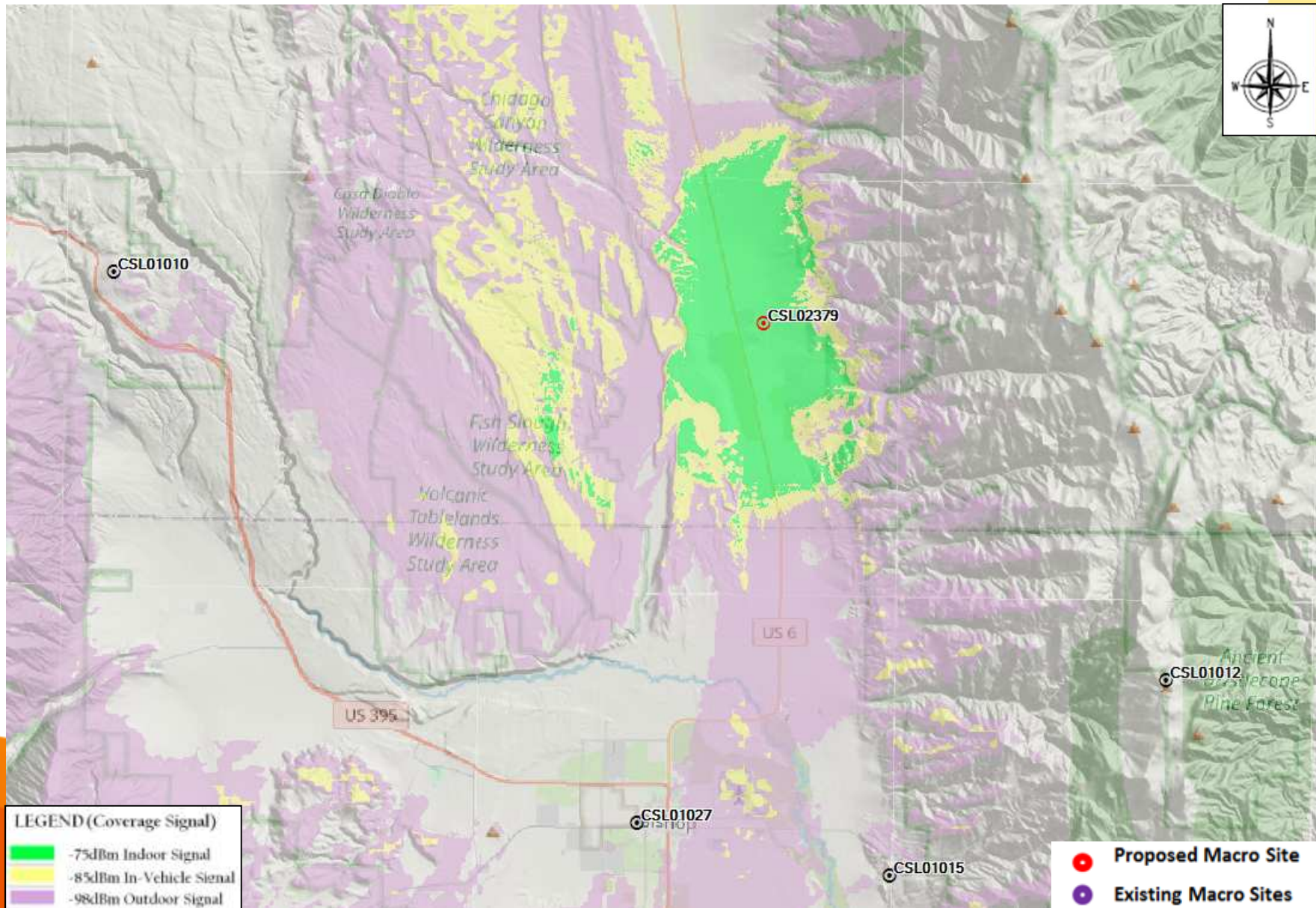
LTE Coverage Before site CSL02379



LTE Coverage After site CSL02379



LTE Coverage standalone site CSL02379



Coverage Legend

Rethink Possible®



In-Building Service: In general, the areas shown in dark green should have the strongest signal strength and be sufficient for most in-building coverage. However, in-building coverage can and will be adversely affected by the thickness/construction type of walls, or your location in the building (i.e., in the basement, in the middle of the building with multiple walls, etc.)

In-Transit Service: The areas shown in the yellow should be sufficient for on-street or in-the-open coverage, most in-vehicle coverage and possibly some in-building coverage.

Outdoor Service: The areas shown in the purple should have sufficient signal strength for on-street or in-the-open coverage, but may not have it for in-vehicle coverage or in-building coverage.

HAZARDOUS WASTE CORRESPONDENCE WITH LOCAL ENFORCEMENT AGENCY (LEA)

From: Jill Kearney <jkearney@mono.ca.gov>
Sent: Tuesday, August 30, 2022 5:11 PM
To: Stacey Simon <ssimon@mono.ca.gov>
Subject: Re: Question re Chalfant cell site

Hi Stacey - I heard back from the water board and the answer is no - Chalfant landfill is not on any of these lists.

I am compiling the other requirements and will forward to you and copy Justin.

Thanks!

Jill

From: Stacey Simon <ssimon@mono.ca.gov>
Sent: Friday, August 26, 2022 4:47 PM
To: Jill Kearney <jkearney@mono.ca.gov>
Subject: FW: Question re Chalfant cell site

Hi Jill! It's been a while!

Can you take a look at my question below, and Justin's answer to it, and let me know if you agree.

Thank you and I hope to run into you one of these days.

Stacey



Stacey Simon

Mono County Counsel

Direct: 760-924-1704

Office: 760-924-1700

Email: ssimon@mono.ca.gov

1290 Tavern Road

PO Box 2415

Mammoth Lakes, CA 93546

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From: Justin Nalder <jnalder@mono.ca.gov>
Sent: Friday, August 26, 2022 4:45 PM
To: Stacey Simon <ssimon@mono.ca.gov>
Subject: RE: Question re Chalfant cell site

Stacey,

Here's what I know:

Chalfant operates an ABOP (Aerosol Batter Oil Paint) Locker which is solely for transfer.
As required by the SWQCB for closed landfills we sample monitoring wells semi-annually.
There are no public drinking water wells.
There is no noted sub-surface migration of hazardous waste.
There are no sub-surface USTs
We are not under any corrective action for the site.

It would seem to me that the answer is No, but I would need to defer to Jill to be certain.

Justin Nalder

Solid Waste Superintendent / Environmental Manager
Public Works Department
(760)932-5453



From: Stacey Simon <ssimon@mono.ca.gov>
Sent: Friday, August 26, 2022 4:04 PM
To: Justin Nalder <jalder@mono.ca.gov>
Subject: Question re Chalfant cell site

Justin:

Do you know if the Chalfant site is listed on any of the "lists of hazardous waste and substance facilities sites" set forth in Government Code section 65962.5 (attached)? If you don't know, would Jill Kearney be the one to ask?

Thanks!

Stacey



Stacey Simon

Mono County Counsel

Direct: 760-924-1704

Office: 760-924-1700

Email: ssimon@mono.ca.gov

1290 Tavern Road

PO Box 2415

Mammoth Lakes, CA 93546

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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

Departments: Community Development - LVHAC

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Nick Criss, Code Enforcement

SUBJECT Hydrologic Monitoring at Casa Diablo

AGENDA DESCRIPTION:

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

Groundwater monitoring in the Casa Diablo Basalt Canyon area on behalf of Ormat Technologies, Inc. pursuant to requirements applicable to the permits for Ormat's geothermal operations.

RECOMMENDED ACTION:

As recommended to County staff by the Long Valley Hydrologic Committee (LVHAC): (1) approve the use of a new groundwater monitoring entity to replace the US Geological Survey (USGS) in conducting groundwater monitoring; (2) authorize the CAO to enter into an interim agreement between the County and McGinley & Associates to conduct groundwater monitoring from November 1, 2022, through January 31, 2022, together with a companion agreement requiring Ormat Technologies, Inc. (Ormat) to reimburse the County's costs; and (3) authorize staff to issue a request for proposals (RFP) to identify a long term monitoring entity to perform the work.

FISCAL IMPACT:

The costs of staff time to administer the contracts and request for proposals, which is reimbursed by Ormat.

CONTACT NAME: Nick Criss

PHONE/EMAIL: 7609141419 / ncriss@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

10/25/2022 11:49 AM

County Counsel

Yes

10/26/2022 4:00 PM

Finance

Yes

10/28/2022 10:15 AM

County Administrative Office

Yes

Mono County Community Development

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

Planning Division

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

November 1, 2022

To: Mono County Board of Supervisors

From: Nick Criss, LVHAC Chair

Re: Hydrologic Monitoring at Casa Diablo

RECOMMENDATION

As recommended by the Long Valley Hydrologic Committee (LVHAC): (1) approve the use of a new groundwater monitoring entity to replace the US Geological Survey (USGS) in conducting groundwater monitoring in the Casa Diablo area; (2) authorize the CAO to enter into an interim agreement between the County and McGinley & Associates to conduct groundwater monitoring from November 1, 2022, through January 31, 2022, together with a companion agreement requiring Ormat Technologies, Inc. (Ormat) to reimburse the County's costs; and (3) authorize staff to issue a request for proposals (RFP) to identify a long term monitoring entity to perform the work.

BACKGROUND

Ormat has been required to conduct hydrologic monitoring as part of the 1985 settlement agreement entered into between California Department of Fish and Wildlife and Mammoth Pacific (which was later acquired by Ormat), and by various conditions of project approval for the facilities, due to concerns that geothermal energy production could affect the Hot Creek Fish Hatchery springs or other resources. The purpose of the monitoring is to detect any significant impacts to the aquifer. Currently this work is being performed by USGS for \$135,060 in fiscal year 2022.

On August 3, 2022, at the regularly scheduled LVHAC meeting, Ormat presented a proposal to change the monitoring entity from the USGS to McGinley and Associates. The proposal presented at this meeting was informational only with the expectation that a special session would be called in order to vote on the proposal. The LVHAC is an advisory body to County staff who advise the Board regarding geothermal activities in Long Valley.

PROPOSAL DESCRIPTION

Currently, two separate monitoring plans are administered by the permitting agencies. The original monitoring plan formed a hydraulic monitoring network for the MP 1, MP2 and PLES1 power plants permitted by Mono County. The second Groundwater Monitoring Response Plan (GMRP) is for the Casa Diablo IV site and is administered by the Bureau of Land Management (BLM). McGinley & Associates, Inc. provided two proposals for the required monitoring of the original monitoring plan required for the older power plants and the GMRP. Currently all work satisfying both monitoring plans is being handled by the USGS with Ormat funding the original monitoring plan and the BLM currently funding the GMRP monitoring.

Based on the proposals provided by Ormat, McGinley can satisfy all the requirements for the monitoring services with an estimated annual cost of \$64,845. All samples will be analyzed by a California-certified environmental laboratory that performs Title 22 analyses. All sampling and document preparation will be completed by, or under the direct supervision of, a California-licensed Professional Engineer, Geologist or Hydrogeologist. The monitoring will comply with the use permit, the United States Forest Service Record of Decision, and the Settlement Agreement and Monitoring Plan. McGinley would provide monitoring data and reports in a form and frequency acceptable to Mono County (with input from LVHAC) and demonstrate compliance with all applicable requirements.

Comments received at the August 3, 2022, LVHAC meeting suggested that rather than authorizing the McGinley proposals outright, a Request for Proposal (RFP) process be initiated to allow other potential contractors/vendors who could perform the work to submit proposals. It was also recommended that the LVHAC should select a subcommittee of members to review proposals and select the best candidate. McGinley & Associates would be invited to submit their proposals as part of the selection process.

At a special LVHAC meeting on October 12, 2022, the members were asked to deliberate and make a recommendation to County staff on the option that best fits the needs of all stakeholders in the Casa Diablo Basalt Canyon region based on the following options:

Option 1. LVHAC recommends not to change monitoring entities and continue with USGS.

Option 2. LVHAC recommends that the monitoring entity be switched to McGinley as proposed. Additional possibilities to consider: Option 2a.- have Mono County hold the contract with McGinley, or Option 2b.- have McGinley contract directly with Ormat.

Option 3. LVHAC can recommend that an RFP process be initiated and have a subcommittee of LVHAC Members review individual proposals. The subcommittee would recommend a proposal option for approval.

The membership decided to adopt a hybrid proposal option by unanimous vote with one abstention, which was a combination of options 2 and 3. The recommendation is to initiate an RFP to solicit proposals by environmental contractors that will be reviewed by a subcommittee of LVHAC members to select the most appropriate proposal. Since the USGS monitoring is funded through October 31, 2022, and given the length of time for the RFP process, it was recommended that McGinley provide services until the RFP process is completed. County staff agrees with and supports the LVHAC's recommendation.

The goal is for the RFP process to not take longer than four months (end of first quarter of 2023), although it is expected to be completed much sooner. In the interim, Mono County would contract with McGinley, and Ormat would reimburse the County's contract costs. Because the price provided by McGinley is within the CAO's delegated signature authority, the contract would not need to return to the Board for approval.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2022

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time

Who

Approval

