MADELINE CLINE
DISTRICT 1
MAUREEN MULHEREN
DISTRICT 2
JOHN HASCHAK
DISTRICT 3
BERNIE NORVELL
DISTRICT 4
TED WILLIAMS
DISTRICT 5

DARCIE ANTLE
CHIEF EXECUTIVE OFFICER
CLERK OF THE BOARD

CHARLOTTE E. SCOTT
COUNTY COUNSEL

MENDOCINO COUNTY

BOARD OF SUPERVISORS AGENDA

REGULAR MEETING

September 23, 2025 - 9:00 AM

Meeting Location(s): 501 Low Gap Road, Room 1070, Ukiah, CA. 95482 (Board Chambers)

Zoom Link: https://mendocinocounty.zoom.us/j/85110595004
Zoom Phone Number (if joining via telephone): 1 669 900 9128 ; Zoom Webinar ID: 851 1059 5004

Listed below are some of the Board of Supervisors Public Engagement options. For streaming options and a complete list of ways to interact with agenda items (or more information on any of these listed) please visit: https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement

Written Comment
- Submit online via the eComment platform at https://mendocino.legistar.com/Calendar.aspx

Verbal Comment
- Speak in person at any physical meeting location when the Chair calls for Public Comment
- Join the Zoom Webinar and use the "raise hand" feature when the Chair calls for Public Comment (if joining via telephone: press *9 to raise your hand, and *6 to unmute yourself when called)
- Leave a voicemail message, up to 3 minutes in length, by calling 707-234-6333

*Note: Voicemail comments will no longer be played back during Open Session, but are immediately available to the full Board of Supervisors upon submittal.

1. OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:00 A.M.)

The Mendocino County Board of Supervisors meets concurrently as the Board of Directors of the: In Home Supportive Services Public Authority Governing Board; Mendocino County Air Quality Management District; Mendocino County Public Facilities Corporation; and the Mendocino County Water Agency.

1a) Roll Call

1b) Pledge of Allegiance

2. PUBLIC EXPRESSION

Members of the public are welcome to address the Board on items not listed on the agenda, but within the jurisdiction of the Board of Supervisors. The Board is prohibited by law from taking action on matters not on the agenda.

Individuals wishing to address the Board under Public Expression are welcome to do so via any method listed on the front page of this agenda or on our Public Engagement page, at: https://rb.gy/d3p0

For more information on any of these methods, please call the Mendocino County Clerk of the Board at (707) 463-4441

3. CONSENT CALENDAR

The Consent Calendar is considered routine and non-controversial and will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed from the Consent Calendar for individual consideration.

See section at the end of this document for the full listing of Consent items.

4. REGULAR CALENDAR

4a) Discussion and Possible Action Including Acceptance of Informational Report(s) from the Assessor/Clerk-Recorder/Registrar of Voters, Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s)
(Sponsor: Executive Office)

Recommended Action:
Accept any informational reports provided by the Assessor/Clerk-Recorder/Registrar of Voters, Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s).

4b) Discussion and Possible Action Including Approval or Denial of Requests from Department Heads and Elected Officials Regarding the Funding and Recruitment of Vacant or New Positions Following the Strategic Hiring Process
(Sponsor: Human Resources)

Recommended Action:
Approve or deny requests from Department Heads and Elected Officials regarding the funding and recruitment of vacant or new positions following the strategic hiring process.

Attachments: Strategic Hiring Process

4c) Discussion and Possible Action Including Direction to Staff for Creation of a County Wide Fee Structure for Public Use of County-Owned Electric Vehicle (EV) Charging Stations
(Sponsor: Executive Office)

Recommended Action:
Provide direction to staff on the creation of a County wide fee structure for the public use of County-owned Electric Vehicle (EV) charging stations based on information provided during presentation.

Attachments: Presentation

4d) Noticed Public Hearing - Discussion and Possible Action Including Adoption of Resolution Amending Exhibit X - Mendocino County Master Fee Schedule Effective November 22, 2025, Unless Code or Policy Require Longer
(Sponsor: Executive Office)

Recommended Action:
Adopt Resolution amending Exhibit X - Master Fee Schedule effective November 22, 2025, unless code or policy require longer; and authorize Chair to sign same.

Attachments: Resolution
Exhibit X - Master Fee Schedule September 2025
September 2025 affidavit #6916444-UDJ
September 2025 affidavit #6916459-TWN
MU September Fee Hearing Memo 2025
CN September Fee Hearing Memo 2025
September 2025 CEO Memo Fee Hearing
September 2025 Proposed Fee Change Memo
BG September Fee Hearing Memo 2025

4e) Noticed Public Hearing - Discussion and Possible Action Including Adoption of an Ordinance Rezoning 25 Assessor's Parcel Numbers (APNs) in the Rock Tree Neighborhood in the Willits Area to Add a Commercial Cannabis Prohibition (CP) Combining District to the Current Zoning Designations of Rangeland (RL) and Timberland Production Zoning (TPZ) (R_2024-0001)
(Sponsor: Planning and Building Services)

Recommended Action:
Adopt Ordinance rezoning 25 Assessor's Parcel Numbers (APNs) in the Rock Tree Neighborhood in the Willits Area to add a Commercial Cannabis Prohibition (CP) combining District to the current zoning designations of Rangeland (RL) and Timberland Production Zoning (TPZ) (R_2024-0001); and authorize Chair to sign same.

Attachments: Ordinance
00.R_2024-0001 DRAFT Notice Exhibit A Rezone Map
03.R_2024-0001 DRAFT Ordinance Exhibit B
R_2024-0001 Hearing packet

4f) Discussion and Possible Action Including Adoption of Resolution Directing Public Health to Address the Illicit Sale, Distribution, and Use of Nitrous Oxide in Mendocino County Through Public Initiatives, and in Developing a Local Ordinance to Further Regulate the Sale of Nitrous Oxide Canisters, Including but not Limited to, Requirements for Age Verification, Point-of-Sale Restrictions, and Retailer Education
(Sponsors: Supervisor Cline and Public Health)

Recommended Action:
Adopt Resolution directing Public Health to address the illicit sale, distribution, and use of nitrous oxide in Mendocino County through public education initiatives, and in developing a local ordinance to further regulate the sale of nitrous oxide canisters, including but not limited to, requirements for age verification, point-of-sale restrictions, and retailer education; and authorize the Chair to sign same.

Attachments: Resolution

4g) Discussion and Possible Action Including Adoption of Resolution in Support of Proposition 50 to Temporarily Authorize Changes to Congressional District Maps and Affirm Principles of Fair and Democratic Elections Nationwide
(Sponsor: Supervisor Haschak)

Recommended Action:
Adopt Resolution in support of Proposition 50 to temporarily authorize changes to Congressional District Maps and affirm principles of fair and democratic elections nationwide; authorize Chair to sign same.

Attachments: Resolution

4h) Chief Executive Officer's Report
(Sponsor: Executive Office)

Recommended Action:
Accept the Chief Executive Officer's report.

4i) Discussion and Possible Action Including Review, Adoption, Amendment, Consideration or Ratification of Legislation Pursuant to the Adopted Legislative Platform
(Sponsor: Executive Office)

Recommended Action:
Provide direction to staff on matters of legislation.

4j) Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest
(Sponsor: Board of Supervisors)

Recommended Action:
Provide direction to staff on matters of legislation.

5. MODIFICATIONS TO AGENDA

Items added to the agenda subsequent to agenda publication, up to 72 hours in advance of the meeting, pursuant to Government Code section 54954.

6. CLOSED SESSION

Any public reports of action taken in the closed session will be made in accordance with Government Code sections 54957.1.

6a) Pursuant to Government Code section 54957 - Public Employee Appointment - Air Pollution Control Officer

6b) Pursuant to Government Code section 54957 - Public Employee Appointment - Alternate Defender

6c) Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - George Ginochio v. County of Mendocino, et al., Mendocino County Superior Court, Case No. 23CV00242

3. CONSENT CALENDAR - CONTINUED

The Consent Calendar is considered routine and non-controversial and will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed from the Consent Calendar for individual consideration.

ITEMS RECOMMENDED FOR APPROVAL:

MINUTES

3a) Approval of Minutes of September 9, 2025, Regular Meeting

Recommended Action:
Approve minutes of September 9, 2025, regular meeting.

Attachments: 09-09-25 Minutes - Draft

3b) Approval of Minutes of September 10, 2025, Board Workshop/Regular Closed Session Meeting

Recommended Action:
Approve minutes of September 9, 2025, Board workshop/regular closed session meeting.

Attachments: 09-10-25 Minutes - Draft

APPOINTMENTS

3c) Approval of Appointments/Reappointments

Recommended Action:
Approve the following appointments/reappointments:
1. Dale Andrew, Member, Hopland Municipal Advisory Council;
2. Meaghan Smith, Trustee, Mendocino-Little River Cemetery District;
3. Sara Pierce, County Chief Executive Officer or Representative, Mental Health Treatment Act Citizens Oversight Committee; and
4. Carmen Harris, Second District Representative, Public Health Advisory Board.

Attachments: Andrew Application
Pierce Application
Harris Application
Smith Application

3d) Appointment of Supervisor Mulheren to Serve as the Board of Supervisors Representative to the Countywide Redevelopment/Successor Agency Oversight Board

Recommended Action:
Appoint Supervisor Mulheren Board of Supervisors as a Board of Supervisors Representative to the Countywide Redevelopment/Successor Agency Oversight Board.

BOARD OF SUPERVISORS

3e) Adoption of a Proclamation Recognizing September 15-21, 2025, as Pollution Prevention Week and September 22-28, 2025, as Creek Week in the Russian River Watershed
(Sponsors: Supervisor Mulheren and Supervisor Cline)

Recommended Action:
Adopt Proclamation recognizing September 15-21, 2025, as Pollution Prevention Week and September 22-28, 2025, as Creek Week in the Russian River Watershed; and authorize Chair to sign same.

Attachments: Proclamation
Creek Week 2025 Flyer

3f) Approval of Agreement with Jones Mayer Law in the Amount of $20,000, to Provide Specialized Legal Services Regarding the Disposition of Real Property, Effective Upon Signing through June 30, 2026
(Sponsors: Supervisor Norvell, Supervisor Williams, County Counsel and Executive Office)

Recommended Action:
Approve Agreement with Jones Mayer Law in the amount of $20,000, to provide specialized legal services regarding the disposition of real property, effective upon signing through June 30, 2026; and authorize Chair to sign same.

Attachments: Agreement

EXECUTIVE OFFICE

3g) Acceptance of the Essential Services Sales Tax (Measure P) Allocation Method for Fourth Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Districts Association of Elected Officials (Exhibit A); Acceptance of the Mendocino County Camping Transient Occupancy Tax (Measure D) Allocation Method for Fourth Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Chiefs Association (Exhibit B); Acceptance of the Mendocino County Proposition 172 Allocation Method for Fourth Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Chiefs Association (Exhibit C); and Authorization for the Chief Executive Officer or Designee to Negotiate and Enter Into Agreements with Fire Agencies and the Mendocino County Fire Safe Council, Not to Exceed the Amounts Appropriated

Recommended Action:
Accept the Essential Services Sales Tax allocation method (Measure P) for fourth quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Districts Association of Elected Officials (Exhibit A); accept the Mendocino County Camping Transient Occupancy Tax (Measure D) allocation method for fourth quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Chiefs Association (Exhibit B); accept the Mendocino County Proposition 172 allocation method for fourth quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Chiefs Association (Exhibit C); and authorize the Chief Executive Officer or designee to negotiate and enter into Agreements with the Fire Agencies and the Mendocino County Fire Safe Council, not to exceed the amounts appropriated.

Attachments: Exhibit A-MCAFD Fire Agency FY 2024-25 Q4 Allocations-Proposed.pdf

3h) Adoption of Resolution Authorizing the Execution of Landlord and Mortgagee Waiver Agreement and Other Acts Related to the Community Development Loan for Agwood Mill & Lumber Company

Recommended Action:
Adopt Resolution authorizing the execution of landlord and mortgagee waiver Agreement and other acts related to the community development loan for Agwood Mill & Lumber Company; and authorize the Chair to sign same.

Attachments: Resolution
Interim Agreement

3i) Approval of Updated Memorandum of Understanding (MOU) Between the County of Mendocino and the Mendocino County Air Quality Management District (MCAQMD) Regarding the Provision of Services by the County

Recommended Action:
Approve the revised MOU between the County and the Mendocino County Air Quality Management District (MCAQMD) regarding the provision of services by the County; and authorize Chair to sign same.

Attachments: Agreement
District.County MOU Agt No. 06-209

3j) Authorization to Acquire Replacement Vehicles, a Reliance 15' Transfer Set, for the Department of Transportation (Fixed Assets) Due to Vehicle Collision, Including Approval of Insurance Reimbursable Appropriations Adjustments in the Amount not to exceed $160,000 as follows: Appropriation and Revenue Increase in the Department of Transportation Budget Unit 3010, Line Items 864370 and 827802 in the Amount of $160,000.00; and Addition of Vehicle to the List of Fixed Assets

Recommended Action:
Authorize acquisition of replacement vehicles a Reliance 15' Transfer Set, for the Department of Transportation (Fixed Assets) due to vehicle collision, including approval of insurance reimbursable appropriations adjustments in the amount not to exceed $160,000 as follows: appropriation and revenue increase in the Department of Transportation Budget Unit 3010, line items 864370 and 827802 in the amount of $160,000; approve addition of vehicle to the List of Fixed Assets; and authorize Chair to sign same.

Attachments: Appropriation Form
TRO 15+6 3-16 MENDOCINO COUNTY 4-22-25

3k) Authorization to Rescind Mendocino County Policies #3 Fee Waivers and #31 Standard Copying Fees; and Approval of Amendment to Mendocino County Policy #47 Master Fee Schedule Policy

Recommended Action:
Authorize to rescind Mendocino County Policies #3 Fee Waivers and #31 Standard Copying Fees; approve amendment to Mendocino County Policy #47 Master Fee Schedule Policy; and authorize Chair to sign same.

Attachments: Policy 47 Redline
Policy 47 Clean

3l) Declaration of Bid Number 025-25 Bower Park Restoration and Improvement Project Rebid (the "Project") as a Failed Bid Due to No Bids Received and Approval of the Bower Park Restoration and Improvement Project Rebid Plans and Specifications and Authorization to Award the Project, Pursuant to Public Contract Code Section 22038, to Miguel Angel Rodriguez Zepeda, Doing Business as MARZ Engineering ("MARZ"); and Approval of an Agreement with MARZ in the Amount of $1,074,275 for Phase 1 and a Not-to-Exceed Amount of $325,000 for Phase 2 of the Project; and Authorization to Purchasing Agent to Directly Procure up to $250,000 of Equipment and Amenities

Recommended Action:
Declare Bid Number 025-25 Bower Park Restoration and Improvement Project Rebid (the "Project") as a failed bid due to no bids received and approval of the Bower Park Restoration and Improvement Project Rebid plans and specifications and authorize the award of the Project, pursuant to Public Contract Code section 22038, to Miguel Angel Rodriguez Zepeda, doing business as MARZ Engineering; Approve Agreement with MARZ in the amount of $1,074,275 for Phase 1 and a not-to-exceed amount of $325,000 for Phase 2 of the Project; authorize the Purchasing Agent to directly procure up to $250,000 of equipment and amenities; and authorize the Chair to sign same.

Attachments: Agreement
MARZ Resume

AIR QUALITY MANAGEMENT DISTRICT

3m) Approval of Updated Memorandum of Understanding (MOU) Between the Mendocino County Air Quality Management District (MCAQMD) and the County of Mendocino Regarding the Provision of Services by the County; Direct MCAQMD Staff to Prepare Additional Documentation if Necessary for Subsequent Board Action, to Implement Terms and Direction of this MOU

Recommended Action:
Approve the MOU between the MCAQMD and the County regarding the provision of services by the County; direct MCAQMD staff to prepare additional documentation as may be necessary for subsequent Board action, to implement terms and direction of this MOU.

Attachments: Agreement
District.County MOU Agt No. 06-209

BEHAVIORAL HEALTH AND RECOVERY SERVICES

3n) Approval of Agreement with Relias, LLC. in the Amount of $76,685.55 to Monitor and Provide Required Annual Trainings for All Behavioral Health and Recovery Services and Public Health Staff, Effective December 1, 2025, through November 30, 2028

Recommended Action:
Approve Agreement with Relias, LLC.in the amount of $76,685.55 to monitor and provide required annual trainings for all Behavioral Health and Recovery Services and Public Health staff, effective December 1, 2025, through November 30, 2028; authorize the Health Services Director or designee to execute any amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: Agreement

3o) Approval of First Amendment to BOS Agreement 25-043 with Mendocino Coast Hospitality Center to Increase the Amount by $99,088.50 for a New Total of $155,895 to Provide Services to Severely Mentally Disabled Clients Per the Projects for Assistance in Transition from Homelessness (PATH) Grant, Effective July 1, 2025, through June 30, 2026

Recommended Action:
Approve first amendment to BOS Agreement 25-043 with Mendocino Coast Hospitality Center to increase the amount by $99,088.50 for a new total of $155,895 to provide services to severely mentally disabled clients per the Projects for Assistance in Transition from Homelessness (PATH) Grant, effective July 1, 2025, Through June 30, 2026; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments to the Agreement that do not affect the annual maximum amount; and authorize Chair to sign the same.

Attachments: Proposed Amendment

3p) Approval of Retroactive Second Amendment to Agreement No. BOS-24-091 with Psynergy Programs, Inc. in the Amount of $20,000 for a New Total of $385,000 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2024, through June 30, 2025

Recommended Action:
Approve retroactive second amendment to Agreement No. BOS-24-091 with Psynergy Programs, Inc. in the amount of $20,000 for a new total of $385,000 to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective July 1, 2024 through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: Proposed Amendment

3q) Approval of Retroactive Third Amendment to Agreement No. BOS-24-071 with Willow Glen Care Center Increasing the Amount by $9,200 for a New Total of $554,200 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2024, through June 30, 2025

Recommended Action:
Approve retroactive third amendment to Agreement No. BOS-24-071 with Willow Glen Care Center increasing the amount by $9,200 for a new total of $554,200 to provide residential care to Mendocino County Lanterman-Petris-Short clients effective July 1, 2024, through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: Proposed Amendment

3r) Adoption of Resolution Authorizing the Auditor Controller/Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of $27,547, From Various Psychiatric Hospitals, Clinics and Physician Offices for Mandated Services Provided to Qualified Mendocino County Mental Health Clients

Recommended Action:
Adopt Resolution authorizing the Auditor Controller Treasurer/Tax Collector or designee to process and pay for outstanding invoices, totaling the amount of $27,547, from various psychiatric hospitals, clinics and physician offices for mandated services provided to qualified Mendocino County mental health clients; and authorize Chair to sign same.

Attachments: Resolution
BOS SUMMARY FOR APPROVAL-17

DISTRICT ATTORNEY

3s) Approval of the District Attorney's Purchase of a Trained PALS Facility/Comfort Support Dog for the Victim Assistance Unit in the Amount of $3,000; and Approval of Standard Service Agreement from September 23, 2025, through June 30, 2030

Recommended Action:
Approve the District Attorney's purchase of a trained PALS facility/comfort support dog for the Victim Assistance Unit in the amount of $3,000; approve Standard Service Agreement from September 23, 2025, through June 30, 2030; and authorize Chair to sign same.

Attachments: Agreement

HUMAN RESOURCES

3t) Adoption of Resolution Amending the Position Allocation Table to Delete Positions with a Vacancy of Six (6) Months or Longer as Outlined in Attachment A

Recommended Action:
Adopt Resolution amending the Position Allocation Table to delete positions with a vacancy of six (6) months or longer as outlined in Attachment A; and authorize Chair to sign same.

Attachments: Resolution
Attachment A

3u) Authorization to Rescind Mendocino County Policy #34 Mentoring Program

Recommended Action:
Authorize Mendocino County Policy #34 Mentoring Program to be rescinded.

LIBRARY

3v) Approval of Memorandum of Understanding with Mendocino Unified School District to Implement the "Student Success Card" Program to Provide Students with Mendocino County Library Cards Which Gives Free Access to Online Tutoring, Information, and Resources to Help Students Succeed Academically

Recommended Action:
Approve Memorandum of Understanding with Mendocino Unified School District to implement the "Student Success Card" program to provide students with Mendocino County Library cards which gives free access to online tutoring, information, and resources to help students succeed academically; and authorize Chair to sign same.

Attachments: Memorandum of Understanding

3w) Authorization for the Mendocino County Library to Accept Award of $7,680 to Participate in the Zip Books Program and Use Dedicated Credit Card for Grant Program Expenses

Recommended Action:
Authorize the Mendocino County Library to accept award of $7,680 to participate in the Zip Books Program and use dedicated credit card for grant program expenses.

Attachments: ZIP Award

MENDOCINO COUNTY EMPLOYEES RETIREMENT ASSOCIATION

3x) Order that No Election be Held for the October 14, 2025 Board of Retirement General Member and Safety Member Elections Pursuant to Government Code Section 31523; and Direction to the Clerk to Cast Unanimous Ballots in Favor of Unopposed Candidates Alex Land, General Member, 2nd Seat, and Zohar Zaied, Safety Member, 7th Seat, for Three Year Terms Beginning December 1, 2025, and Ending November 30, 2028

Recommended Action:
Order that no election be held for the October 14, 2025 Board of Retirement General Member and Safety Member elections pursuant to Government Code Section 31523; and direct the clerk to cast unanimous ballots in favor of the unopposed candidates Alex Land, General Member, 2nd Seat, and Zohar Zaied, Safety Member, 7th Seat, for Three Year Terms beginning December 1, 2025, and ending November 30, 2028.

PLANNING AND BUILDING SERVICES

3y) Approval of Agreement Between Carahsoft Technology, Corp. – Accela Government, and Mendocino County Planning and Building Services In The Amount of $1,103,936.65, For New Automated Permitting Software, The Accela Civic Platform, with a Term Through October 31, 2030

Recommended Action:
Approve the agreement between Carahsoft Technology, Corp - Accela Government, and Mendocino County Planning and Building Services in the amount of $1,103,936.65 for new automated permitting software, the Accela Civic Platform, with a term through October 31, 2030; authorize the Planning and Building Services Director to sign any future amendments that do not increase the maximum compensation amount; and authorize the Chair to sign same.

Attachments: Agreement

PUBLIC HEALTH

3z) Approval of Retroactive Agreement (Intergovernmental Agreement No. IGT-24-0036) with the California Department of Health Care Services in the Amount of $575,704.80 for Three Years, to Allow Mendocino County Public Health to Participate in the Medi-Cal Managed Care Capitation Rate Increase Intergovernmental Transfer to Secure Additional Federal Revenue to Deliver Expanded Services to the Managed Medi-Cal Population, Effective January 1, 2024, through June 30, 2027

Recommended Action:
Approve retroactive Agreement (Intergovernmental Agreement No. IGT-24-0036) with the California Department of Health Care Services in the amount of $575,704.80 for three years, to allow Mendocino County Public Health to participate in the Medi-Cal Managed Care Capitation Rate Increase Intergovernmental Transfer to secure additional federal revenue to deliver expanded services to the Managed Medi-Cal population, effective January 1, 2024, through June 30, 2027; authorize the Health Services Director to sign any future amendments to the Agreement that do not increase the total amount; and authorize Chair to sign the same.

Attachments: Interim Agreement

SHERIFF-CORONER

3aa) Approval of Request for Appropriation of Funds for New Vehicle Upfittings in the Total Amount of $292,348.43, Requested Appropriation Amounts are $277,916.35 from ARPA and $14,432.08 from State Asset Seizure

Recommended Action:
Approve request for appropriation of funds for new vehicle upfittings in the total amount of $292,348.43, requested appropriation amounts are $277,916.35 from ARPA and $14,432.08 from State Asset Seizure; and authorize Chair to sign same.

Attachments: Appropriation Form

3ab) Ratification of Submission of Grant Application for the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Equipment and Training Program in the Amount of $69,896 for Investigative Equipment, Crisis Intervention Training, and De-Escalation/Mental Health Trainings between October 1, 2025, through September 30, 2026

Recommended Action:
Ratify submission of grant application for the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Equipment and Training Program in the amount of $69,896 for investigative equipment, crisis intervention training, and de-escalation/mental health trainings between October 1, 2025, through September 30, 2026; and authorize the Sheriff to accept the funds and sign the resulting Revenue Agreement upon award by the Board of State and Community Corrections (BSCC).

Attachments: 1-Notice of Funds Availability.pdf
2-Program Narrative.pdf
3-Budget.pdf
4-Funding per County.pdf

3ac) Ratification of Submission of Grant Application for the 2025-2026 Domestic Cannabis Eradication Suppression Program (DCESP) Funding from the Department of Justice Drug Enforcement Agency (DOJ DEA) for the Period of October 1, 2025, through September 30, 2026

Recommended Action:
Ratify the submission of the grant application for the 2025-2026 Domestic Cannabis Eradication Suppression Program (DCESP) funding from the Department of Justice Drug Enforcement Agency (DOJ DEA) for the period of October 1, 2025, through September 30, 2026.

Attachments: DCESP Letter to CEO

SOCIAL SERVICES

3ad) Approval of Agreement with Redwood Coast Community Services, Inc. in the Amount of $156,000 to Provide Housing and Services to Assist Emancipated Former Foster/Probation Youth and Young Adults, from Age 18 Until Their 25th Birthday, Effective October 1, 2025, through June 30, 2025

Recommended Action:
Approve Agreement with Redwood Coast Community Services, Inc. in the amount of $156,000 to provide housing and services to assist emancipated former foster/probation youth and young adults, from Age 18 until their 25th Birthday, effective October 1, 2025, through June 30, 2025; authorize the Department of Social Services Director or designee to sign any future amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: Agreement

3ae) Approval of Appropriations Form to Accommodate the Increase of Expense in Social Services Administrative Budget Unit 5010 Incurred for Fiscal Year (FY) 24/25, to be Offset by State and Federal Funds from Food Stamp Program and the Medical Funds in the Fund Balance

Recommended Action:
Approve Appropriations Form to accommodate the increase of expense in Social Services Administrative Budget Unit 5010 incurred for FY 24/25, to offset by State and Federal funds from Food Stamp Program and the Medical Funs in the fund balance; and authorize Chair to sign same.

Attachments: Appropriation Form

3af) Retroactive Approval of First Amendment to Agreement No. BOS-24-136 with North Coast Opportunity, Inc., in the Amount of $15,973, for a Total of $93,471, to Cover Payment for April, May, June 2025 Invoices

Recommended Action:
Approve first Retroactive amendment to Agreement No. BOS-24-136 with North Coast Opportunity, Inc., in the amount of $ 15,973, for a total of $93,471, to cover payment for April, May, June 2025 invoices; and authorize Chair to sign same.

Attachments: Proposed Amendment

TRANSPORTATION/SOLID WASTE

3ag) Approval of Temporary Road Closure of Sections of Heeser Street (County Road 407I), Main Street (County Road 407E), Lansing Street (County Road 500), and Little Lake Street (County Road 407A) for the Annual Kelpfest Parade on October 4th, 2025, for One Hour from 11:30 a.m. to 12:30 p.m., Sponsored by Flockworks (Fort Bragg Area)

Recommended Action:
Approve temporary road closure sections of Heeser Street (County Road 407I), Main Street (County Road 407E), Lansing Street (County Road 500), and Little Lake Street (County Road 407A) for the duration of the annual Kelpfest Parade; and authorize and direct the Director of Transportation to issue the appropriate encroachment permit.

Attachments: Letter

ADJOURNMENT

Additional Meeting Information for Interested Parties

For a full list of the latest available options by which to engage with agenda items, please visit https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement

All electronically submitted comment is immediately available to Supervisors, staff, and the general public by clicking this meeting's eComment link at https://mendocino.legistar.com/Calendar.aspx

LIVE WEB STREAMING OF BOARD MEETINGS is available at https://mendocino.legistar.com or visit the Mendocino County YouTube channel. Meetings are also livestreamed from the Mendocino County Facebook page. For technical assistance, please contact the Clerk of the Board at (707) 463-4441. Please reference the departmental website to obtain additional resource information for the Board of Supervisors: www.mendocinocounty.org/bos

The Mendocino County Board of Board of Supervisors complies with the Americans with Disabilities Act (ADA) requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code 54953.2). Anyone requiring a reasonable accommodation to participate in a meeting of the Board of Supervisors or Affiliate Meeting Body should contact the Mendocino County Clerk of the Boards Office at (707) 463-4441, not less than 48 hours prior to the meeting.

Thank you for your interest in the proceedings of the Mendocino County Board of Supervisors.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4a)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact: Varies **Phone:** Varies

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Acceptance of Informational Report(s) from the Assessor/Clerk-Recorder/Registrar of Voters, Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s)
(Sponsor: Executive Office)

Recommended Action/Motion:
Accept any informational reports provided by the Assessor/Clerk-Recorder/Registrar of Voters, Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s).

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4b)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: September 23, 2025

Department Contact: Cherie Johnson **Phone:** 707-234-6600

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Approval or Denial of Requests from Department Heads and Elected Officials Regarding the Funding and Recruitment of Vacant or New Positions Following the Strategic Hiring Process
(Sponsor: Human Resources)

Recommended Action/Motion:
Approve or deny requests from Department Heads and Elected Officials regarding the funding and recruitment of vacant or new positions following the strategic hiring process.

Previous Board/Board Committee Actions:
None.

Summary of Request:
The Human Resources Department, in collaboration with the Executive Office, has implemented a Strategic Hiring Process to support intentional workforce planning. This framework is designed to ensure requests to fill current or upcoming vacancies are aligned with departmental goals, legal mandates, funding sources, and organizational priorities.

To streamline and maintain consistency, Human Resources will present a standing monthly agenda item to the Board of Supervisors that includes all department and office requests for funding and filling vacant and/or new positions. Each request will include a justification outlining the necessity of the position, legal or regulatory mandates, and the proposed funding source(s). Department Heads and Elected Officials requesting positions will speak on behalf of their specific request(s) to ensure transparency and accountability.

The Strategic Hiring Process (attachment A) consists of six phases: job analysis and design, workforce planning, approval to hire (via Board agenda), recruitment, onboarding, and evaluation. By using this approach, departments can better assess their staffing needs, document justification, and present a comprehensive case for recruitment.

Alternative Action/Motion:
Provide direction to staff

Strategic Plan Priority Designation: An Effective County Government

Item #: 4b)

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Various
current f/y cost: N/A
budget clarification: Each department presenting will provide funding information.
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: No

CEO Liaison: Sara Pierce, Acting Assistant CEO

CEO Review: Yes
CEO Comments:

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Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Attachment A
Strategic Hiring Process
Human Resources Department

Strategic hiring is a proactive, long-term approach to recruitment that aligns talent acquisition with an organization's overarching goals and future needs. Rather than filling vacancies reactively, it involves careful planning to ensure future success and allows departments to adapt to changing needs.

Here's an overview of the key steps involved in the strategic hiring process.

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1. **Job Analysis and Design**

    - **Define Roles:** Clearly outline job responsibilities, required skills, update organizational charts and define performance expectations.

      Key elements of performance expectations*:*
        - **Goals and objectives**- specific outcomes/results employees are expected to achieve
        - **Quality standards-** expectations for the accuracy, consistency and professionalism of work
        - **Efficiency and timeliness**- expectations regarding deadlines and the time required to complete tasks
        - **Behavior and conduct** - expectations for professional behavior, teamwork, and adherence to county values
        - **Compliance and procedures** – following established guidelines, polices and legal or ethical standards
        - **Development and improvement** – expectations for continuous learning, adaptability, and skill development

    - **Create Department Job Descriptions:** Develop and maintain detailed job descriptions to guide recruitment and selection processes and to assist with onboarding and training.

    - **Internal Development:** Prioritize internal promotions and skill development to fill roles. This approach can be more cost-effective and beneficial to the departments and the County.

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2. **Workforce Planning**

    - **Assess Current Workforce**: Evaluate the existing skills, roles and performance levels within your department. Establish metrics to determine whether mandates are being met.

- **Forecast Future Needs:** Anticipate future staffing requirements based on department needs, as well as potential retirements or resignations.

- **Identify Gaps:** Identify discrepancies between current capabilities and future needs to address skill shortages or surpluses.

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3. Approval to Hire – Goes to Board of Supervisors

- **Collaborate with Human Resources and the CEO to review the plan for filling vacant position(s).**

  Consider the following:

  - How will the department fund the position(s)?
  - What work is currently not being done due to the vacancy?
  - Why can't current staff absorb these duties?
  - What efficiencies has the department implemented or is currently working on?
  - Prepare metrics to support the hiring needs
  - Update organizational chart

- **Agenda Item:** Human Resources will present a monthly agenda item to the Board of Supervisors, which reviews all departmental requests to fill vacant or soon-to-be vacant positions. Each request will include a justification outlining the necessity of the position, any legal or regulatory mandates, and the proposed funding source.

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4. Recruitment

- Once position(s) is approved, proceed with the current County recruitment process.

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5. Onboarding

- **Integrate New Hires:** Departments should provide orientation, onboarding and training to help new employees adjust to their roles. This is in addition to the County's standard new hire orientation and onboarding.

- **Set Expectations:** Clearly communicate job responsibilities, performance standards, expectations, metrics and the organizational culture.

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6. Evaluation and Optimization

- **Monitor Performance:** Departments are expected to assess new hires to ensure they meet job requirements, performance goals, and mandates.

- **Review Process:** Evaluate the effectiveness of the hiring process and make necessary adjustments to improve future staffing efforts.

By following these steps, departments can ensure they have a strategic approach to staffing that aligns with their long-term objectives and effectively meets their talent needs.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4c)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact:	Sara Pierce	**Phone:**	707-463-4441
Department Contact:	Jeff Determan	**Phone:**	707-234-6052

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Direction to Staff for Creation of a County Wide Fee Structure for Public Use of County-Owned Electric Vehicle (EV) Charging Stations
(Sponsor: Executive Office)

Recommended Action/Motion:
Provide direction to staff on the creation of a County wide fee structure for the public use of County-owned Electric Vehicle (EV) charging stations based on information provided during presentation.

Previous Board/Board Committee Actions:
The Board of Supervisors approved BOS Agreement No. 25-0344 the authorization to award to and approval of an agreement with Ferranti construction, Incorporated in the amount of $566,976.85 for the completion of the Electric Vehicle charging stalls project located at 501 Low Gap Road and 727 South State Street in Ukiah for the period of One Hundred Twenty days from the date of issuance of the notice to proceed; and approval of the Electric Vehicle charging stalls project plans and specifications.

Summary of Request:
Electrical Vehicle charging fees will allow the County of Mendocino to recover a portion of the costs associated with the operation of Electric Vehicle (EV) chargers, including operating costs, utility costs, replacement costs, as well as the cost for routine maintenance. Currently the County of Mendocino has one installed Electric Vehicle (EV) charging station and is in the process of installing 24 additional stations in conjunction with a grant from the California Energy Commission. The Facilities Division has prepared a presentation of how revenues from charging fees could compare to the costs of operating and maintaining the public chargers it has installed. The Facilities Division is requesting Board direction for the creation of a County wide fee structure for the use of County-owned Electric Vehicle (EV) charging stations.

Alternative Action/Motion:
Do not provide direction to staff for the creation of a County wide fee structure for the use of County-owned Electric Vehicle (EV) charging stations. Failure to provide direction for a fee structure will cause a significant impact to the General Fund.

Strategic Plan Priority Designation: A Thriving Economy

Item #: 4c)

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: General Fund
current f/y cost: Unknown
budget clarification: Unbudgeted
annual recurring cost: Unknown
budgeted in current f/y (if no, please describe): No
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes
CEO Comments:

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Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

County of Mendocino Electric Vehicle Charger Fees

Fee Rates for County Charging Stations

- The County of Mendocino currently has one installed public Electric Vehicle (EV) dual port charging station and is in the process of installing 24 additional stations in conjunction with a grant from the California Energy Commission.

- The Facilities Division has conducted a study of how revenues from the EV charging fees could compare to the costs of operating and maintaining the public chargers installed.

- The Facilities Division is requesting Board direction on the methodology used in determining the fees to charge as well as direction on level of cost recovery.

Proposed Fee Components

PER HOUR CHARGE - ROUNDED UP TO NEAREST WHOLE CENT (BASED ON PASS THRU OF CURRENT UKIAH RATE + 10% CHARGEPOINT FEE).

OVERSTAY CHARGE - PER HOUR (AFTER FIRST 30 MINUTES) FOR CHARGER NON-USE.

GUEST FEE - STANDARD ONE TIME FEE FOR EACH CHARGING SESSION.

Mendocino County Proposed Charge Rate

Per Hour Charge:

While Charging
Energy Rate
$/kwh - City of Ukiah Rate (Pass through)
+ 10% (ChargePoint Fee)

Overstay Charge:

While Not Charging
$3.00 per hour

Grace Period
30 minutes

Guest Fee:

$.99 per charging session (based on comparable locations)

Revenue Analysis

- Due to a high number of variables, it is difficult to accurately calculate a financial impact.
- The analysis below assumes no Overstay Charges, to normalize the analysis. The analysis assumes all 26 ports are available 365 days per year.
- Using $0.99 as the Guest Fee, the following analysis shows the number of connections per port per day needed to cover various levels of costs.

Expense Type	**Annual Costs**	**Annual Costs**	**Annual Costs**
Software	$ 9,490.00	$ 9,490.00	$ 9,490.00
Parts/Warranty	$ 6,450.00	$ 6,450.00	$ 6,450.00
Replacement Cost for Dual Port Charger		$ 11,100.00	$ 11,100.00
Replacement Cost for Single Port Charger		$ 2,808.00	$ 2,808.00
Contractor/Electrician Replacement Labor		$ 7,500.00	$ 7,500.00
County Employee Labor (2 hr/Week)			$ 5,720.00
County Costs for Repairs			$ 6,500.00
Total Costs	**$ 15,940.00**	**$ 37,348.00**	**$ 49,568.00**
Number of Ports	26	26	26
Number of Days Available	365	365	365
Ports x Days =	**9,490**	**9,490**	**9,490**
Guest Fee	$ 0.99	$ 0.99	$ 0.99
Overstay Fee Revenue ($3.00 x Ports x Day)			
Number of Connections per Port per Day Needed to Cover Costs	**1.70**	**3.98**	**5.28**

- As reference Mendocino College had 319 connections in one year over 9 ports

Financial Impact

- If the Board's direction is to focus on full cost recovery including future replacement costs, the impact could mean the public may have a significantly greater per-mile cost when compared to charging at home or at other local options.

- If the Board's direction is to offer competitive EV charging options for the public, there will likely be an impact to the General Fund. The full impact is unknown and will not be able to be calculated until we have utilization data.

City of Ukiah Charge Rate

Prices Set by City of Ukiah -Electric Utility

Energy Rate
$0.21 / kWh

Station Time Rate

While Charging
$0.00 / hour

While Not Charging
$3.00 / hour

Grace Period
30 minutes

Guest Fee
$0.99 / session

Sonoma County Charge Rate

Regulations

What are local governments doing?

Several local governments have adopted fees and/or time limits for publicly-operated chargers. Fees and time limits help to create turnover, ensuring that chargers are available for vehicles that need them. Fees also allow local governments to recoup the costs of installing, operating, and maintaining chargers.

- Santa Rosa and Petaluma charge $2 to connect to a charger plus $1 per hour of charging.
- Healdsburg charges $0.50 per hour to charge.
- Santa Rosa and Healdsburg have adopted four-hour time limits for charging vehicles. Santa Rosa reported that the police recently began enforcing these time limits as chargers became more utilized to ensure their availability.
- Sonoma County charges $2 to connect to a charger, $1 per hour for the first four hours, and $10 per hour thereafter.

The County of Sonoma has also adopted design guidelines for all public charger installations in the county.[5] Though many local governments have time limits ranging from two to four hours on charging vehicles at public chargers, staff unevenly enforce these limits, with some hardly enforcing them at all, and others only enforcing them in locations where people have reported incidences of non-charging vehicles using spaces.

Questions?

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4d)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact:	Sara Pierce	**Phone:**	707-463-4441
Department Contact:	Jesica Sandoval	**Phone:**	707-463-4441

Item Type: Noticed Public Hearing **Time Allocated for Item**: 30 Minutes

Agenda Title:
Noticed Public Hearing - Discussion and Possible Action Including Adoption of Resolution Amending Exhibit X - Mendocino County Master Fee Schedule Effective November 22, 2025, Unless Code or Policy Require Longer
(Sponsor: Executive Office)

Recommended Action/Motion:
Adopt Resolution amending Exhibit X - Master Fee Schedule effective November 22, 2025, unless code or policy require longer; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
In accordance with County Policy No. 47 the Master Fee Schedule (Exhibit X), can be modified or changed with an amended Resolution to the original Resolution, on a semi-annual basis, on or about April and December of each year. The last amendment to the Master Fee Schedule was adopted on April 22, 2025, by Resolution 25-072 and took effect on June 21, 2025.

Summary of Request:
Pursuant to County Policy No. 47, consideration and possible approval of a revised fee schedule incorporating modified, deleted and new fees is requested, including but not limited to Cannabis, Museum, Fleet and Facilities, Agriculture, Environmental Health, Planning and Building Services, and Information Services. The departments requesting deletion of fees are Agriculture and Information Services. Environmental Health and Planning and Building Services are only updating descriptions, there are no changes to fee amounts. Cannabis, Museum, and Fleet and Facilities are proposing changes to existing fees and/or structure. The Executive Office has prepared a memorandum to the Board of Supervisors regarding Proposed Changes to the County Master Fee Schedule. Finally, Departmental representatives will be in attendance to present the requested fee modifications and respond to Board inquiry.

Alternative Action/Motion:
Do not approve the proposed fee schedule; or request departments to provide additional information prior to taking action.

Strategic Plan Priority Designation: An Effective County Government

Item #: 4d)

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: General Fund
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS, SUPERSEEDING RESOLUTION NO. 25-072 ADOPTED ON APRIL 22, 2025 MODIFYING THE MASTER FEE SCHEDULE (EXHIBIT X)

WHEREAS, pursuant to Mendocino County Policy No. 47, and consistent with Government Code section 66016 and other applicable law, the Board of Supervisors of the County of Mendocino, State of California, may establish and amend certain fees or service charges based on the cost of providing various services, subject to legal requirements; and

WHEREAS, unless otherwise required by law, all new or revised fees will be effective on November 22, 2025 for all departments pursuant to Government Code section 66019; and

WHEREAS, the fee request modifications set forth in the referenced Fee Justification Charts, have been determined by the Auditor-Controller / Treasurer-Tax Collector not to exceed the cost of providing the actual specific County services, or enforcing the regulation in which the fee is levied, including fees imposed pursuant to Government Code section 66014(a); and

WHEREAS, notice of the public meeting has been published and proposed fee information has been mailed or made available 14 days in advance to any interested party who filed a request with the Clerk of the Board for mailed notice of the meeting on this matter pursuant to Government Code section 66019; and

WHEREAS, pursuant to Title 14, section 15273(a)(1), of the California Code of Regulations, the modification of, and adoption of, said fees are found to be exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors that the Board of Supervisors has determined to exercise its authority by adopting the fee modifications for the departments referenced in the supporting documents, superseding Resolution No. 25-072 and amending the Mendocino County Master Fee Schedule, incorporating these modifications in the Master Fee Schedule Exhibit X, to be effective November 22, 2025; the Chief Executive Officer, or designee, shall be authorized to make the adopted modifications to the Master Fee Schedule Exhibit X and make available the amended Mendocino County Master Fee Schedule Resolution with Exhibit X, for public distribution on the County website.

The foregoing Resolution introduced by Supervisor , seconded by Supervisor , and carried this day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section

_____
Deputy

25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

_____

_____
Deputy

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Countywide Internal Fees					
Document Retrieval					
Retrieval of Document/Report over 5 years old	$5.00				
Photocopy Fees					
Black & White-per page	$0.10 Each				
Color-per page	$0.25 Each				
Printing Fees					
	A-87 Actual costs				A-87 Actual costs
Postage Fees					
	A-87 Actual costs				A-87 Actual costs
Returned Check Fees					
	$25.00				Actual Costs
Auditor Fees					
Earnings Withholding Order Processing	$2.00				CCP Sec. 706.034
Check Stub Copy	$2.00				
Duplicate Copy of W-2	$10.00				
Facsimile Fees					
Local					
First page	$2.50				
Each additional page	$1.25				
Long Distance					
Each additional page	$1.75				
Agriculture					
Water Submeter Testing by Owner Request	$64.00				Sec. 12210 B&P
Third Party Certifier Annual Application Fee	$1,100.00				
Annual MSF Certification Program Fee	$1,085.00				
Hourly Inspection Fee	$119.00				
Pest Condition and Pest Treatment					
State Phytosanitary Certificates					
Minimum Charge (1 Certificate)	$24.00				Sec. 5202 CFAC
Number of Certificates (2-3)	$24.00				Sec. 5202 CFAC
Number of Certificates (4-6)	$49.00				Sec. 5202 CFAC
Number of Certificates (7-9)	$49.00				Sec. 5202 CFAC
Number of Certificates (10 +)	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Sec. 5202 CFAC; Reso. No. 22-091
Federal Phytosanitary Certificates					
Each Certificate	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Sec. 5202 CFAC; Reso. No. 22-091
Certificates of Quarantine Compliance					
Minimum Charge (1 Certificate)	$24.00				Sec. 5202 CFAC
Number of Certificates (2-6)	$24.00				Sec. 5202 CFAC
Number of Certificates (7-12)	$49.00				Sec. 5202 CFAC
Number of Certificates (13-19)	$49.00				Sec. 5202 CFAC
Number of Certificates (20 +)	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Sec. 5202 CFAC; Reso. No. 22-091
Certification of Pest Treatment					
For Supervision of fumigation, cold storage, dip or other treatments and certification pursuant to CFAC, Federal Quarantine Regulations or County Ordinance	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Reso. No. 22-091
Regulatory Trapping					
To comply with quarantines involving other foreign countries, states, and counties	Agricultural Field Inspector's hourly weighted rate plus IRS rate/mile, plus cost of traps				Reso. No. 22-091
Weighing and Measuring Device Inspection					
Tests for Non-commercial inspection					Sec. 12210 B&P
Tests for Commercial Devices upon request from owner when testing could be performed by a registered repairman					Sec. 12210.5 B&P
Charges for travel, stand-by, and return call charges for a second test in the same calendar year.					
Small Capacity Scales (up to 10,000 GVW)					
Per Hour	$109.00				
Per Mile	$1.50				
Large Capacity Scales (10,000 to 40,000 GVW)					
Per Hour	$218.00				
Per Mile	$2.00				
Large Capacity Scales (more than 40,000 GVW)					
Per Hour	$218.00				
Per Mile	$2.50				
Retail Gasoline Dispensers					
Per Hour	$109.00				
Per Mile	$0.75				
Wholesale Petroleum Meters					
Per Hour	$109.00				
Per Mile	$1.00				
Liquefied Petroleum Gas Meters					
Per Hour	$109.00				
Per Mile	$0.85				
All Other Commercial Devices					
Per Hour	$109.00				
Per Mile	$1.00				
Bee Charges					

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Certification for Exportation of Bees on Comb	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Secs. 29141, 29143 CFAC; Reso. No. 22-091
Certification of Colony Strength	Specialist's hourly weighted rate plus IRS rate/mile (if travel necessary)				Sec. 29195 CFAC; Reso. No. 22-091
Registration of Apiary	$64.00				Secs. 29040, 29043, 29044 CFAC
Fruit, Nut, and Vegetable Certificates					
Certification for other state or country	$37.00				Sec. 42793 CFAC
Certified Producer Certificate	$37.00				Reso. No. 13-042, 1392.8 CCR
Certified Farmer's Market Certificate	$37.00				Sec. 1392.8 CCR
Fresh Fruit & Vegetable Wholesaler Registration	$37.00				Sec. 43061 CFAC
Commercial Fruit & Vegetable Inspector Registration	$37.00				Sec. 57302 CFAC
Determination of Soluble Solids for Grapes for Wine and Byproducts (minimum charge 4 hours)	Agricultural Field Inspector's weighted hourly rate				Sec. 41164 CFAC
Farm Labor Contractors					
Farm Labor Contractor Registration	$37.00				Sec. 1695 CLC, Sec. 12999.5(d) CFAC
Structural Pest Control License Applicants Exam Fee					
Administration of a Field Representative Examination	$37.00				Sec. 1948(a)(8) B&P
State Fees Collected by Mendocino County					
Device Administrative Fee (Water, Vapor, & Electric submeters)	$37.00				B&P 12027, 12107, 12241
Device Administrative Fee (Small scales, meters & dispensers)	$37.00				B&P 12027, 12107, 12241
Device Administrative Fee (Liquid gas meters, heavy capacity scales)	$37.00				B&P 12027, 12107, 12241
Device Administrative Fee (Vehicle scales)	$37.00				B&P 12027, 12107, 12241
State Export Certification	$37.00				CCR 4603(i)
Master Permit	$134.00				CCR 4603(i)
Air Quality Management District					
Please Refer to Air Quality Management DistrictWebsite					
Animal Care & Control					
Adoption – Canine/Feline (plus any vaccination fees)	$53.00				F&Ag 31108
Spay/Neuter Refundable Deposit	$75.00				Reso No. 10-149, F&Ag 30503
Canine License:					
Altered	$31.00				Reso. No. 11-073, FA 30804.5, 30652
Unaltered	$62.00				Reso. No. 11-073, FA 30801
3-Year License	$172.00				
3-Year S/N License	$76.00				
Duplicate License/Tag	$8.00				FA 30502, 30803
Delinquent Licensing Penalty	$40.00				
Delinquent Licensing Penalty - Unaltered	$70.00				
Potentially Dangerous/Vicious Dog License	$100.00				FA 31641
Impound/Redemption Fee - Unaltered:					
1st Offense	$75.00				FA 31251
2nd Offense	$110.00				FA 31251
3rd Offense	$155.00				FA 31251
Each offense after 3rd w/in 2 yr. period	$180.00				FA 31251
Impound/Redemption Fee - Altered:					
1st Offense	$51.00				FA 31251
2nd Offense	$81.00				FA 31251
3rd Offense	$125.00				FA 31251
Each offense after 3rd w/in 2 yr. period	$161.00				FA 31251
Non-Commercial Residential Kennel:					
05 - 10 Canines	$147.00				Reso. No. 11-073, FA 30807
11 - 20 Canines	$205.00				Reso. No. 11-073, FA 30807
21 - 50 Canines	$353.00				Reso. No. 11-073, FA 30807
Re-Inspection Fee	$69.00				
Feed & Care Fee (Canine) (per day)	$31.00				Reso. No. 10-149, CIV 1834, PC 597e
Feed & Care Fee (Feline) (per day)	$31.00				Reso. No. 10-149, CIV 1834, PC 597e
Feed & Care Fee (Quarantine Animals) (per day)	$39.00				Reso. No. 10-149
Trap Rental (per week)	$10.00				
Refundable Trap Deposit	$74.00				
Vicious PDA (Potentially Dangerous Animal) Hearing Fee	$490.00				
Handling of Large Animal	Actual Cost				
Veterinarian Treatment	Actual Cost				
Emergency Call-Out	$151.00				
Owner Animal Surrender at Shelter	$59.00				
Pick Up of Owned Animal	$124.00				
Owner Animal Surrender at Shelter w/Litter	$75.00				
Small Animal Carcass Removal	$124.00				
Incineration of Animal	$59.00				Reso. No. 10-149
Home Quarantine Inspection	$69.00				HS 121595, 121600, 121610 CCR
Exotic Animal Permit	$202.00				
Heartworm Test – Canine	$26.00				
DHLPP Vaccine	$23.00				Reso. No. 11-073
FVRCP Vaccine	$23.00				Reso. No. 11-073
RABIES Vaccine	$20.00				Reso. No. 14-047
BORDATELLA Vaccine	$18.00				
FELV Vaccine	$30.00				Reso. No. 22-091
FELV/FIV Test	$29.00				
Microchip	$17.00				
Feline Carriers	$6.00				
Feline Neuter	$58.00				Reso. No. 11-073, FA 30520
Feline Spay	$94.00				Reso. No.'s 11-073, 22-091
Canine Neuter (Under 40 lbs.)	$129.00				Reso. No.'s 11-073, 22-091
Canine Neuter (From 40-70 lbs.)	$154.00				Reso. No.'s 11-073, 22-091

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Canine Spay (Under 40 lbs.)	$171.00				Reso. No.'s 11-073, 22-091
Canine Spay (From 40-70 lbs.)	$186.00				Reso. No.'s 11-073, 22-091
Basic Exam	$22.00				
IV Fluids	$22.00				
Additional Fluids (per bag)	$18.00				
Sedation (Under 40lbs)	$37.00				
Sedation (Over 40lbs)	$55.00				
Anesthesia (Under 40lbs)	$37.00				
Anesthesia (Over 40lbs)	$55.00				
Cephazolin Injection	$17.00				
Antibiotics (per prescription)	$29.00				Reso. No. 22-091
Suture (per pack)	$7.00				
Crypt Orchid (Small)	$31.00				
Crypt Orchid (Large)	$37.00				
IDEXX at Cost	$324.00				
Ear Mite Treatment and Flush	$15.00				
Worming (per tablet)	$21.00				Reso. No. 22-091
PARVO Test	$56.00				Reso. No. 22-091
RVT Rate	Actual Cost and Time				
Vet Rate	Actual Cost and Time				
Fecal Test	$22.00				
Protective Collar 7.5"	$6.00				
Protective Collar 15"	$7.00				
Protective Collar 25"	$10.00				
Bitter Orange (1ounce)	$5.00				
Bitter Orange (2ounce)	$6.00				
FLEA Prevention	$11.00				Reso. No. 22-091
DAPP	$23.00				Reso. No. 22-091
LEPTO	$23.00				Reso. No. 22-091
RABIES at cost (State)	$10.00				Reso. No. 22-091
MICROCHIP at cost	$15.00				Reso. No. 22-091
Canine Neuter (Above 70 lbs)	$167.00				Reso. No.'s 11-073, 22-091
Canine Spay (Above 70 lbs)	$217.00				Reso. No.'s 11-073, 22-091
Outside Vet Services	$530.00				
Assessor-Clerk-Recorder					
Assessor Fees					
Maps & Labels					
Assessor Plat Maps	$6.00				
Plat Map Subscription (Annual)	$225.00				
Plat Map Updates for Subscribers	$3.00				
Plat Map, per page, full book	$3.00				
Archived Assessor's Maps, per page	$6.00				
Microfiche Copies	$4.00				
Photocopies of Map Index, per page	$4.00				
County Maps, each	$5.00				
Other					
Comparable Sales List, Viewing	$10.00				
Brooktrails Block/Lot Index	$35.00				
Aerial Photo Deposit	$190.00				
Aerial Photo Index, Each	$5.00				
Aerial Photo Rental, Each (First 2 weeks)	$5.00				
Aerial Photo Rental, Late Fee, each work day/per photo	$2.00				
Aerial Photocopies, 2005-06 Fly Over only	$13.00				
Facsimile Charges, first page	$1.50				
Facsimile Charges, each additional page	$1.00				
Postage and Handling	$0.30				
Screen Print	$7.00				
Property Characteristics, per parcel (Non-Owner)	$10.00				
Photocopies, per page	$2.00				
Research Time, Per Hour, with minimum of $25.00	$50.00				
Certification of a Record	$15.00				
Filming of Complete Map Set, per map	$2.00				
Boundary Line Adjustment, Certificate of Compliance and Subdivisions up to four parcels	$200.00 for Subdivisions up to 4 parcels +$50.00 for each additional parcel				
Mobile Home Tax Clearance Certificate	$25.00				
Estimate of Lien, parcel divisions	$28.00				
Data Processing Services	Actual Cost				
Processing Fee for Parent-Child and Grandparent-Grandchild Exclusion	$175.00				Sec 54985 GC
Clerk-Recorder Fees					
Election Fees					
Photocopy of Campaign and Conflict of Interest Statements (per page)	$0.10				GC 81008
Non-Standard Photocopies (election result tapes) - Hourly Rate	$86.31				
Retrieval of statements 5 or more years old (per statement)	$50.00				GC 81008
Labels of registered voters (per thousand)	$36.00				EC 2190
Plus set up fee	$40.00				
Index of registered voters (per thousand)	$28.00				EC 2190
Plus set up fee.	$65.00				
Certificate of Registration	$16.00				EC 2167
Filing Notice of Intent of Initiative Petition (Fee will be refunded if petition is certified to be sufficient within one year of filing.)	$200.00				EC 9103
Sale of Electronic Voter Registration Information With History	$225.00				
Without History	$200.00				

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Plus set up fee for each	$25.00				
Minimum Fee for Entities Not Going to Election	$300.00				Reso. No. 22-091
Filing Notice of Determination re Negative Declaration pursuant to Pub. Resource Code 21080(c)	$50.00 plus $2,548.00 as set by State				F&G 711.4(d), Reso No. 22-091
Filing Notice of Determination re Environmental Impact Report prepared pursuant to CA Environmental Quality Act	$50.00 plus $3,539.25 as set by State				F&G 711.4(d), Reso No. 22-091
Absentee Lists					
Set-up	$65.00				
Daily printing	$26.00				
Clerk Fees					
Marriage License					
Marriage license	$95.00				GC 26840
Confidential marriage license	$97.00				GC 26840.1, .8
Issuance of marriage license outside of normal business hours	$95.00				GC 26840.2
Performance of marriage, during office hours	$50.00				GC 26861
Fictitious Business License					
Filing and indexing Fictitious Business Name Statement and one certified copy	$46.00				B&P 17929(a)
Each additional name on same statement (business and partner's names)	$5.00				B&P 17929(a), (b)
Additional certified copy of Fictitious Business Name Statement	$1.85				B&P 17926(b)
Filing and indexing a Statement of Abandonment of Fictitious Business Name Statement	$32.00				B&P 17929(c)
Filing and indexing a Statement of Withdrawal from Partnership	$32.00				B&P 17929(d)
Affidavit of publication of Notice of dissolution of partnership per Corp. C 15035.5	$25.00				GC 26850
Other					
Searching records (per year, per name)	$5.00				GC 26854
Copy Fees Per Page 8 1/2" X 11" To 8 1/2" X 14"	$0.10				
Documents Other Than 8 1/2" X 11" To 8 1/2" X 14" (Per Hour)	$64.00				
Certifying to a photocopy of any filed paper (per document)	$1.75				GC 26833
Comparing (per page, in addition to fee for certifying)	$8.00				GC 26837
Certificate for which fee is not otherwise fixed	$1.75				GC 26836
Exemplification of photocopy of record (in addition to photocopying or comparing charges)	$20.00				GC 26839
Taking affidavit and/or acknowledgment, including Certificate, per signature	$2.25				GC 26853, 55
Certificate to official capacity of public official	$2.25				GC 26852
Filing and indexing Auctioneer's Bond	$2.00				GC 26849
Filing and entering appointment of Humane Officer	$5.00				CC 607f
Filing, canceling, revoking, or withdrawing bond of Notary Public. Applicable recording fees made payable to the County Recorder also collected at the time of filing bond.	$25.00				GC 26849.1
Registration of Professional Process Server	$100.00				B&P 22352
Filing, canceling, revoking or withdrawing Professional Process Servers bond	$13.00				B&P 22353(c)
Registration of Professional Photocopier, if not a Professional Process Server (plus bond)	$175.00				B&P 22453
Registration of Professional Photocopier, if a Professional Process Server	$100.00				B&P 22453.1
Filing, canceling, revoking or withdrawing a Professional Photocopier bond	$13.00				B&P 22455(a)(2)
Each additional card regarding Professional Photocopier	$10.00				B&P 22453
Filing and indexing of other papers for which a fee is not elsewhere provided	$2.25				GC 26850
Certificate in re certificate of authority issued by Insurance Commission	$2.25				GC 26851
Filing a Power of Attorney for Admitted Surety Insurer	$14.00				GC 26855.1
Filing a Power of Attorney for Admitted Surety Insurer, if more than one name on Power of Attorney (per additional name)	$2.25				GC 26855.1
Filing Notice of Cancellation, Revocation or Withdrawal of Power of Attorney for Admitted Surety Insurer	$5.50				GC 26855.1
Filing Notice of Cancellation, Revocation or Withdrawal of Power of Attorney for Admitted Surety Insurer, if more than one name on Notice (per name)	$2.25				GC 26855.1
Filing Financial Statement of Admitted Surety Insurer	$3.50				GC 26855.2
Filing a Surrender, Revocation, Cancellation, Annulment or Suspension of Certificate of Surety	$3.50				GC 26855.3
Authentication of any document per court order (per signature)	$2.00				
Filing Notice of Determination re Negative Declaration pursuant to Pub. Resource Code 21080(c)	$50.00 plus $1,800.00 as set by State				F&G 711.4(d)
Filing Notice of Determination re Environmental Impact Report prepared pursuant to California Environmental Quality Act	$50.00 plus $2,500.00 as set by State				F&G 711.4(d)
CEQA filing requiring no fee to Department of Fish and Game	$50.00				F&G 711.4(d)
Recorder Fees					
Regular Recording Fees					
First page (8½" x 11")	$14.00				GC 27361
Each additional page	$3.00				GC 27361
Additional recording fee for documents containing pages other than 8½" x 11" fee per page for every page of entire document	$3.00				GC 27361
Penalty print (per page)	$1.00				GC 27361
When two or more documents serially incorporated into one form, each will be considered as separate.	$13.00 for each document after first				GC 27361
Release of lien by government agency	$17.00				GC 27361.3
Military discharge	No fee				GC 27381

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
State or local governmental entity recording fee when document is for the benefit of the government entity	No fee				GC 27383
Each additional reference indexed	$1.00				GC 27361.2
Indexing documents with more than 10 names - for each additional 10 names or fraction thereof	$1.00				GC 27361.8
Transfer of title documents recorded without Preliminary Change of Ownership Report	$20.00				R&T 480.3(b)
Notification of Involuntary Lien - (per debtor)	$5.00				GC 27387
Filing of Maps (first page)	$9.00				GC 27372
Each additional page	$2.00				GC 27372
SB2 Fee - Building Home & Jobs Fee	$75.00, not to exceed $225				GS2788.1, Reso No. 22-091
Preliminary 20-day Filing and Notice	$25.00				GC 27361.9, CC 3097
Copy Fees					
Official records and small maps					
First page	$5.00				GC 27366
Each additional page of same document	$1.00				GC 27366
Official records from large books and ledgers					
First page	$6.00				GC 27366
Each additional page of same document	$1.00				GC 27366
Large maps					
First page	$7.00				GC 27366
Each additional page of same map	$3.00				GC 27366
Certified Copy of Birth	$29.00				H&S 103625, Reso No. 22-091
Birth Certificate for Public Agency	$22.00				H&S 103625, Reso No. 22-091
Marriage Certificate	$17.00				H&S 103625, Reso No. 22-091
Marriage Certificate for Public Agency	$12.00				H&S 103625, Reso No. 22-091
Death Certificate for Public or Public Agency	$24.00				H&S 103625, Reso No. 22-091
Certification of photocopy, per document	$1.00				GC 27364
Microfilm (per roll)	$22.00				GC 54985
Microfilm 35mm (per roll)	$23.00				GC 54985
CD of Official Records - Mailed Weekly	$40.00				
Vital Records Search Fees					
Birth	$29.00				H&S 103625, Reso No. 22-091
Marriage	$17.00				H&S 103625, Reso No. 22-091
Death	$24.00				H&S 103625, Reso No. 22-091
General records (per year, per name)	$5.00				GC 27369
Miscellaneous Fees					
Returned check charge	$50.00				GC 6151.7(b)
Remote access fee (per month)	$175.00				
Clerk of the Board					
(Shared fees exist in relation to planning-related items, please refer to Planning and Building Services)					
Copy of CD recording of Board of Supervisor's meeting	$34.00				
Copy of DVD recording of Board of Supervisor's meeting	$34.00				
Board Audio Recording (USB Flash Drive)	$34.00				GC 6256, 6257
Board Chambers - Half Day Rate	$103.00				
Board Chambers - Full Day Rate	$171.00				
Other					
Assessment Appeals Board (AAB) Application for Changed Assessment Processing Fee	$137.00				
Assessment Appeals Board Finding of Fact (See County Counsel)	$0.00				Reso. No.'s 11-072, 13-065
Certification Fee (per certification)	$2.25				GC 6256, 6257
Comparison of Pages (per page)	$2.25				
Recordings of Proceedings/Actual Cost	$34.00				
Transcripts of Proceedings/each	Actual Cost				
Multiple Planning Appeals	Fee of the most expensive appeal and one-half the fee of EACH additional fee				
County Counsel					
Special District Fees: Legal Services fee for Special Districts, Boards and Commissions	$248.00 per hour				
Planning and Building Services and Department of Transportation: Charges for Minor Subdivision Reviews which include: Road Maintenance Agreements, Private Road Maintenance Agreements, Subdivision Improvement Agreements and Monumentation Agreements.	$248.00 per hour				
Planning and Building Services and Department of Transportation: Development Agreement Reviews	$248.00 per hour				
Conservatorship Fees: LPS and Probate Cases for reappointments and accountings.	$248.00 per hour				California Probate Code Section 2640
Public Administrator Cases	$248.00 per hour				California Probate Code Section 10811
Release of Lis Pendens in Civil Litigation Cases	$248.00 per hour				
Fee for Written Findings of Fact: Collection instructions: BOE -AH(SI) or any revision thereof.	$248.00 per hour				
Library					
Miscellaneous					
Fines					
Out of State Interlibrary Loan fee to other states	$10.00				Reso No. 10-109
Interlibrary Loan to our customers	$2.00				Reso No. 10-109
Records Center					
Photocopy	$.10 per page				
Printing	$.10 per page				
Replacement Fees					
Damaged Item Fee	Replacement Cost + $10.00 per item				Reso. No. 22-091

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Lost Item Fee	Replacement cost plus $5.00 per item				Reso. No. 22-091
Public Computer Use Fees					
USB Flash Drives	$5.00				
Earbuds	$3.00				
Meeting Room - Library use, sponsored groups, non-profits, free & open to public meetings	Free				
Meeting Room - for private or commercial use - hourly use fee	$30.00				
Museum					
Photocopies					
Photocopies from material in manuscript					
Copy Labor Fee, additional County Copy fees will apply	$2.00 per page				
Digital Reproduction Fees					
Image Reproduction file (copy) up to 600 DPI	$55.00				Reso. No. 22-091
Digital Video/Audio file (copy) up to 60 Minutes	$66.00				Reso. No. 22-091
Flash drive for digital files	$12.00				Reso. No. 22-091
Oversize digital reproduction larger than 8x11	$66.00				
Image Reproduction Fee	$22.00				
Access and Use Fees					
Microfilm/Microfiche Access - Each	$22.00				Reso. No. 22-091
Image Use Fee	$20.00				Reso. No. 22-091
Image Use Fee to Non-Profit	$20.00				Reso. No. 22-091
Audio/Visual Use Fee - up to 60 Minutes Each	$20.00				Reso. No. 22-091
Audio/Visual Use Fee - up to 60 Minutes Each to Non-Profit	$20.00				Reso. No. 22-091
Research Fees					
Research Fee - 1st Hour Free, Then for Each 30 Minutes up to 8 Hours/Project	$109.00				Reso. No. 22-091
Microfilm/Microfiche - Staff Search for Each	$55.00				Reso. No. 22-091
Shipping and Handling Fees					
Handling Fee. Additional shipping costs will also apply	$34.00				
Museum Guided Programs					
Tier I K-12 Student Field Trip Tour Fee	$19.00				Reso. No. 22-091
Tier II Guided Activity Ticket Price, plus actual cost of materials or guest instructor fee	$25.00				Reso. No. 22-091
Tier III Guided Activity Ticket Price, plus actual cost of materials or guest instructor fee	$27.00				Reso. No. 22-091
Tier IV Guided Activity Ticket Price, plus actual cost of materials or guest instructor fee	$31.00				Reso. No. 22-091
Museum Space Use					
Wonacott Classroom - private or commercial Day Use Fee	$201.00				Reso. No. 22-091
Wonacott Courtyard or Classroom - private or commercial Hourly Use Fee	$69.00				Reso. No. 22-091
Museum Classroom & Courtyard Use by Museum, sponsored groups, non-profits, free & open to public meetings	$69.00				Reso. No. 22-091
Museum Freezer for Artifacts- 10 Day Session	$109.00				
Wonacott Room Weekly Rate	$706.00				
Cleaning Deposit for Wonacott Room Use (Refundable)	$50.00				
Key Replacement Fee (refundable)	$25.00				
Executive Office					
General					
Film Permits					
Film Permit	$203.00				
Facilities					
Veterans Hall Rental Fees					
Public Use (Public or Private Functions)	$268.00 per day				Reso. No. 19-331
Congressional Chartered Groups and Auxiliaries	$268.00 per day				
Historically Sponsored Groups	$268.00 per day				
All County Departments and Agencies for Official Functions	$268.00 per day				
Non-Profit Veterans related groups	$268.00 per day				
Recognized Employee Groups	$268.00 per day				
Other Non-Profit Organizations and Governmental Agencies (Including but not Limited to; Schools, City, State, and Federal Agencies)	$268.00 per day				Reso. No. 19-331
Cleaning Deposit (Refundable Deposit)	$500.00 per rental				Reso. No. 19-331
Key Deposit (Refundable Deposit)	$50.00				
Parks and Recreation					
Indian Creek Day Use Parking	$5.00				Reso. No.'s 22-091, 19-170
Indian Creek Park Camp (per night, per vehicle)	$35.00				Reso. No.'s 22-091, 19-170
Redwood Valley Lion's Park - Electrical Power Box Rental Fee ($25 Refundable Key Rental Fee)	$50.00				
Refundable Park Cleaning/Damage Deposit	$250.00				
Redwood Valley Lion's Park - Refundable Dumpster Use and Key Access Fee $25.00 ($25 Refundable Key Rental Fee)	$50.00				
Low Gap Park/Mill Creek Park - Vehicle Access Key Rental Fee (48-hour rental/Refundable)	$50.00				Reso. No.'s 22-091, 19-170
Low Gap/Mill Creek Park - Vehicle Access Key Late Return Fee *Note: Fee is per day, up to a maximum 5 days	$25.00 per day ($125.00 max)				Reso. No.'s 22-091, 19-170
Park Day Use Rescheduling Fee	$25.00				Reso. No.'s 22-091, 19-170
Park Day Use Cancellation Fee * Note: Partial refunds given at least 30 days prior to scheduled reservation date	$25.00				Reso. No.'s 22-091, 19-170
Parks Day Use Rental: 1-50 people	$150.00				
Parks Day Use Rental: 51-100 people	$250.00				
Parks Day Use Rental: 101+ people	$350.00				
Public Health, Behavioral Health, and Social Services					
Environmental Health					

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Body Art Program Fees					
Body Art Facility	$191.00				H&S 101325, 119324.5
Practitioner Registration	$103.00				H&S 101325, 119324.5
Mobile Body Art Facility	$161.00				H&S 101325, 119324.5
Temporary Body Art Facility	$138.00				H&S 101325, 119324.5
Plan Review, Major	$325.00				H&S 101325, 119324.5
Plan Review, Minor	$187.00				H&S 101325, 119324.5
Cannabis Fee					
Cannabis Facility Business License Review (EHHAZ)	$155.00				
Initial Cannabis Review	$193.00				
Cottage Food Fees					
Class A Registration	$94.00				H&S 101325, 113715
Class B Permit	$199.00				H&S 101325, 113715
Food Establishment Fees					
Restaurant & Bar over 650 square feet	$1,122.00				H&S 101325, 113713
Restaurant & Bar under 650 square feet	$963.00				H&S 101325, 113713
Restaurant over 650 square feet	$858.00				H&S 101325, 113713
Restaurant under 650 square feet	$594.00				H&S 101325, 113713
Satellite School Kitchen	$694.00				
School Kitchen	$483.00				
Bed & Breakfast	$362.00				H&S 101325, 113713
Continental Breakfast Only	$407.00				H&S 101325, 113713
Bars	$493.00				H&S 101325, 113713
Food Establishment Permit Low Risk Minimal - Limited Food Preparation	$635.00				
Seasonal Restaurant (6 months or less)	$520.00				H&S 101325, 113713
Mobile Food Preparation Unit	$787.00				H&S 101325, 113713
Temporary Food Facility					
Temporary Hazardous Food Booth	$92.00				H&S 101325, 113713
Late Temporary Hazardous Food Booth	$95.00				H&S 101325, 113713
Temporary Hazardous Food Booth: Three or More Events per Year	$101.00				H&S 101325, 113713
Temporary Non-Hazardous Food Facility					
Pre-Packaged Temporary Non-Hazardous Food Booth	$73.00				
Pre-Packaged Temporary Non-Hazardous Food Booth: Three or More Events per Year	$77.00				
Temporary Non-Hazardous Food Booth	$76.00				H&S 101325, 113713
Late Temporary Non-Hazardous Food Booth	$80.00				H&S 101325, 113713
Temporary Non-Hazardous Food Booth: Three or more events per year	$101.00				H&S 101325, 113713
Catering Kitchen (not covered in other fee category)	$466.00				H&S 101325, 113713
Catering in a Permitted Facility	$379.00				H&S 101325, 113713
Bakery	$908.00				H&S 101325, 113713
Large Retail Market (>10,000 Square Feet)	$1,022.00				H&S 101325, 113713
Large Retail Market (>10,000 square feet) with units	$1,813.00				H&S 101325, 113713
Medium Retail Market (>2,000 square feet but <10,000 square feet)	$732.00				H&S 101325, 113713
Medium Retail Market (>2,000 square feet but <10,000 square feet) with units	$758.00				H&S 101325, 113713
Small Retail Market (<2,000 square feet including units)	$705.00				H&S 101325, 113713
Mobile food facility - Category A (Pre-packaged Only)	$389.00				
Mobile food facility - Category B (Limited food preparation)	$600.00				
Mobile food facility - Category C (High risk food preparation)	$808.00				
Farmers Market	$0.00				H&S 101325, 113713
Produce Stand/Produce Truck	$359.00				Reso. No. 13-042, H&S 101325, 113713
Low Risk Minimal Food (includes small school kitchens)	$386.00				H&S 101325, 113713
Plan Review, Major	$882.00				H&S 101325, 113713
Plan Review, Minor	$520.00				H&S 101325, 113713
Vending Machines, per year (9.08.150 MCC):					
Vending Machines, per year (9.08.150 MCC): 1-10 Machines	$234.00				H&S 101325, 113713
Vending Machines, per year (9.08.150 MCC): 11 or more Machines	$386.00				H&S 101325, 113713
Organized Camps	$420.00				H&S 101325, 113713
Community Event Application (less than 15 vendors)	$305.00				H&S 101325, 113713
Community Event Late Application (less than 15 vendors)	$366.00				H&S 101325, 113713
Community Event Application (15 or more vendors)	$305.00				H&S 101325, 113713
Community Event Late Application (15 or more vendors)	$348.00				H&S 101325, 113713
Food Handler Certification Class with book	$139.00				H&S 101325, 113713
Food Handler Certification (exam only)	$172.00				H&S 101325, 113713
Food Handler Certification Class Only	$106.00				H&S 101325, 113713
Additional Fee for Private On-site Water System	$178.00				H&S 101325, 113713
Water Program Fees					
State Small Water System Operational Permit	$554.00				H&S 64253, 64259
Green Emissions Reduction Fees					
Green Emissions Reduction Measures Permit	$179.00				
Solid Waste Fees					
Applications					
Applications: Hearing Panel Appeal	$1,566.00				H&S 101025, 101325P, RC 43202, 43213
Applications: Solid Waste (fee per hour)	$135.00				H&S 101025, 101325P, RC 43202, 43213
Annual Inspection Fees					
Full Solid Waste Facility Permit:					
Annual Inspection Fees, Full Solid Waste Facility Permit: Large Volume Transfer Station	$8,871.00				H&S 101025, 101325, PRC 43202, 43213
Annual Inspection Fees, Full Solid Waste Facility Permit: Composting Facility Site	$9,844.00				H&S 101025, 101325, PRC 43202, 43213
Updated description from: Annual Inspection Fees, Full Solid Waste Facility Permit: Wood waste Disposal Site	$5,150.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification:					

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Enforcement Agency Notification: Small/Limited Volume Transfer Station	$2,575.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification: Inactive Municipal Solid Waste Landfill	$8,023.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification: Agricultural/ Green Material/Compost	$1,716.00				H&S 101025, 101325, PRC 43202, 43213
Enforcement Agency Notification: Construction and Demolition Facility/Chipping & Grinding/ Inert Debris	$1,907.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit:					
Registration Permit: Medium Volume Transfer Station	$8,775.00				H&S 101025, 101325, PRC 43202, 43213
Closed, Abandoned, Unpermitted, or Pre-regulation (Wood Waste, Burn Dump, Soil Amendment)	$783.00				H&S 101025, 101325, PRC 43202, 43213
Closed, Permitted Solid Waste Disposal Site or Wood Waste Disposal Site	$2,565.00				H&S 101025, 101325, PRC 43202, 43213
Closed Municipal Solid Waste Landfill	$2,169.00				H&S 101025, 101325, PRC 43202, 43213
Registration Permit: LEA Transfer of Ownership / Registration	$347.00				
Registration Permit: LEA Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	$1,394.00				MCC Chpt 8.75
Pool and Spa Fees					
Public Swimming Pool/Spa, seasonal fee (6 months)	$600.00				H&S 101325, 116053
Public Swimming Pool/Spa, annual fee	$840.00				H&S 101325, 116053
Plan Review, Major	$919.00				H&S 101325, 116053
Plan Review, Minor	$417.00				H&S 101325, 116053
Consumer Protection Fees					
Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour)	$154.00				
Mobile Home Parks - Plan Review, Clearance, and Inspection of Sewage Disposal Systems, Water systems, and Swimming Pools (Per Hour)	$103.00				
Violation Reinspection Fee	$312.00				
Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	$1,516.00				
Appeal of Administrative Permit Decision	$1,511.00				
Domestic Water Fees					
Water Sample-collection and bacteriological testing	$265.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permits	$857.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permit - Relocation Review	$161.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permit - Special Areas	$951.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Destruction Permit	$1,065.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Repair Permit	$960.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Pump Test Review	$320.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Permit Renewals (per year)	$103.00				H&S 101025, 101325, 116270 & Water Code 13803
Water Well Reinspection (after two inspections)	$428.00				H&S 101025, 101325, 116270 & Water Code 13803
Liquid Waste Fees					
Site Evaluation Report Review - Standard System - New	$866.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Standard System - Replacement	$757.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Non-Standard System - New	$1,065.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Additional charge for systems over 600 gal/day, per 100 gal/day over 600 gal/day, increase fee by	$207.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Non-Standard System - Replacement	$1,034.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Revision	$556.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Non-Standard System Revision	$618.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Archival Review greater than 5 years	$362.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Waiver Request	$445.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Formal Appeal	$1,412.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Sewage Pump (Std Add-On)	$313.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Groundwater Drain	$392.00				H&S 17922, 17950, 17951, 101025, 101325
Site Evaluation Report Review - Discovery Report of Existing Unknown System	$508.00				H&S 17922, 17950, 17951, 101025, 101325
DEH Sewage System Failure Analysis	$408.00				H&S 17922, 17950, 17951, 101025, 101325
Standard Sewage System Permit - New	$713.00				H&S 17922, 17950, 17951, 101025, 101325
Standard Sewage System Permit - Repair, Expansion or Replacement	$725.00				H&S 17922, 17950, 17951, 101025, 101325, Reso. No. 13-042
Non-Standard Sewage System Permit - New or Replacement	$713.00				H&S 17922, 17950, 17951, 101025, 101325
Non-Standard Sewage System Permit - Repair	$713.00				H&S 17922, 17950, 17951, 101025, 101325, Reso. No. 11-074
Non-Standard Sewage System Operational Permit	$373.00				H&S 17922, 17950, 17951, 101025, 101325
Sewage System Permit Renewal	$173.00				H&S 17922, 17950, 17951, 101025, 101325
Sewage System Permit Renewal, Late Penalty	$171.00				H&S 17922, 17950, 17951, 101025, 101325

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Septic Tank Installation/Destruction Permit	$447.00				H&S 17922, 17950, 17951, 101025, 101325, Reso. No. 13-
Request for exception of Mendocino County Code	$1,240.00				H&S 17922, 17950, 17951, 101025, 101325
Request for Soil Moisture Construction Inspection	$467.00				H&S 17922, 17950, 17951, 101025, 101325
Request for Comment to DRE Public Report	$355.00				H&S 17922, 17950, 17951, 101025, 101325
Septic Pumper Initial Application	$50.00				H&S 101025, 1011325, 117405
Septic Tank Pumpers, per year (9.23.070 MCC)	$653.00				
Land Use Fees					
Land Division, On-site Sewage and Water	$985.00				Gov Code 65100, 65300, H&S 101325
+ Fee per Unimproved Lot	$231.00				Gov Code 65100, 65300, H&S 101325
Land Division, On-site Sewage and Public Water Supply	$840.00				Gov Code 65100, 65300, H&S 101325
Land Division, Public Sewer System and On-site Water	$840.00				Gov Code 65100, 65300, H&S 101325
+ Fee per Unimproved Lot	$355.00				Gov Code 65100, 65300, H&S 101325
Land Division, Public Sewer and Public Water Supply	$566.00				Gov Code 65100, 65300, H&S 101325
Modification of Conditions	$276.00				Gov Code 65100, 65300, H&S 101325
Boundary Line Adjustment	$325.00				Gov Code 65100, 65300, H&S 101325, Reso. No. 11-074
Use Permit	$449.00				Gov Code 65100, 65300, H&S 101325, Reso. No. 11-074
Use Permit Renewal	$325.00				Gov Code 65100, 65300, H&S 101325
General Plan Amendment	$251.00				Gov Code 65100, 65300, H&S 101325
Coastal Development Permit Application Review	$428.00				Gov Code 65100, 65300, H&S 101325, Reso. No. 11-074
Building Permit Application Review	$288.00				Gov Code 65100, 65300, H&S 101325
Use Permit Modification Application review	$463.00				Gov Code 65100, 65300, H&S 101325
Administrative Permit Application Review	$267.00				Gov Code 65100, 65300, H&S 101325
Environmental Impact Report Review	$657.00				Gov Code 65100, 65300, H&S 101325
Pre-Application Conference	$345.00				Gov Code 65100, 65300, H&S 101325
California Coastal Commission Project Review	$443.00				
Land Use Transfer of Ownership / Registration	$220.00				
Land Use Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour)	$98.00				
Land Use Violation Reinspection Fee	$391.00				
General Environmental Health Fees					
Environmental Health Consultations, Inspections, Enforcement, Report Reviews, Meetings, or other services not covered by the initial fee (per hour)	$157.00				H&S 101025, 101325
Mobile Home Parks - Plan Review, Clearance, and Inspection of Sewage Disposal Systems, Water Systems, and Swimming Pools (per hour)	$139.00				Reso No. 12-088, H&S 101025, 101325
Delinquent Payment Fee (assessed monthly; based on original fee) **Fee Corrected due to typographical error (June 15, 2010 - KK)*	20%				H&S 101025, 101325
Penalties					
(a) Beginning construction on a Food Facility or Spa/Pool without a Plan Check Clearance,	100% of original fee				H&S 101025, 101325
(b) Operating a Food Facility without a valid Permit to Operate	100% of original fee				
(c) Beginning construction on a Septic Tank, Well or Underground Storage Tank (UST) including associated piping without obtaining a permit	100% of original fee				
(d) Removing a UST without obtaining a Tank Abandonment Clearance	100% of original fee				
(e) Operating a UST without a permit	100% of original fee				
LEA Appeal of Administrative Permit Decision	$2,356.00				H&S 101025, 101325
Hazmat: Hazardous Waste Generator	$98.00				
Hazardous Materials Fees					
Administrative Services					
Administrative Services: Hazmat Spill Response (per hour) one person	$111.00				H&S 25507.2, 101025, 101325
Administrative Services: Hazmat Spill Response (per hour) two people required	$224.00				H&S 25507.2, 101025, 101325
Administrative Services: HazMat Violation Reinspection Fee	$261.00				
Administrative Services: Hazmat Appeal of Administrative Permit Decision	$939.00				Reso. No. 12-088, H&S 101025, 101325
Administrative Services: Hazmat Appeal of Code Enforcement Notice and Order to Abate (Nuisance Abatement Ordinance Enforcement Appeals Fee)	$939.00				MCC Chpt. 8.75
Administrative Services: Hazmat Transfer of Ownership / Registration	$78.00				Reso. No. 12-088, H&S 101025, 101325
Administrative Services: Hazmat Fees: Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour) CUPA	$111.00				Reso. No. 12-088, H&S 101025, 101325
Unified Program - State Surcharges					
Administrative Services: Unified Program - State Surcharges: Facility (per location)	$94.00				H&S 25404(a)(1)(A), 101025, 101325, 27 CCR 15210
Administrative Services: Unified Program - State Surcharges: Underground Storage Tank (per tank)	$20.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Hazmat Fees: Environmental Health Consulting, Inspections, Enforcement, Report Reviews, Meetings, or Other Services Not Covered by the Initial Fee (Per Hour) CUPA					
CalARP	$370.00				H&S 25404(a)(1)(A), 101025, 101325, 27 CCR 15210
Annual Permit Fees					
Underground Storage Tanks					

Fee Title	Fee Amount				Government Code Justification
Type 1 Permit (Total gallons of all tanks 5,000 gallons or less)					
Annual Permit Fees: Underground Storage Tanks: Type 1 Permit (Total gallons of all tanks 5,000 gallons or less): First Tank, each site	$610.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Annual Permit Fees: Underground Storage Tanks: Type 1 Permit (Total gallons of all tanks 5,000 gallons or less): Each Additional Tank, same site	$362.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Type 2 Permit (Total gallons of all tanks greater than 5,000 gallons)					
First Tank, each site	$1,044.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Each Additional Tank, same site	$552.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees					
New Construction					
Construction Permit Fees: New Construction: First Tank	$4,273.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: New Installation: Each Additional Tank, Same Site	$979.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Recertification Inspection for Tank Structure and					
Construction Permit Fees: Recertification Inspection for Tank Structure and: First Tank	$792.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: Recertification Inspection for Tank Structure and: Each Additional Tank, same site	$162.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Secondary Containment Testing (6 month test after new installation)					
Construction Permit Fees: Secondary Containment Testing (6 month test after new installation): System Modification	$513.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: Secondary Containment Testing (6 month test after new installation): System Repair (per hour)	$147.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Tank Closure					
Construction Permit Fees: Tank Closure: First Tank	$787.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Construction Permit Fees: Tank Closure: Each Additional Tank, same site	$382.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
Monitoring Well and Boring Fees					
Construction Permit Fees: Monitoring Well and Boring Fees: Monitory Well Construction - First Well	$447.00				H&S 101025, 101325, 116270, Water Code 13803
Construction Permit Fees: Monitoring Well and Boring Fees: Monitory Well Construction - Each additional well/same site and inspection	$26.00				H&S 101025, 101325, 116270, Water Code 13803
Monitoring Well Destruction Permit					
Construction Permit Fees: Monitoring Well Destruction Permit: Monitory Well Destruction - First Well	$511.00				H&S 101025, 101325, 116270, Water Code 13803
Construction Permit Fees: Monitoring Well Destruction - Each additional well, same site and inspection	$89.00				H&S 101025, 101325, 116270, Water Code 13803
Soil Borings					
Construction Permit Fees: Soil Borings - First Well	$140.00				H&S 101025, 101325, 116270, Water Code 13803
Construction Permit Fees: Soil Borings - Each additional boring, same site and inspection	$50.00				H&S 101025, 101325, 116270, Water Code 13803
** To qualify for this reduced plan fee, aboveground storage must be less than or equal to 110 gallons, 2000 cubic feet, or 1000 pounds of hazardous substance* ** Facilities with Extremely Hazardous Substances do not qualify for this reduced fee.*					
Hazardous Materials Management Plan and					
HMBP Exemption Request Cat. Liquids(gal.) Solids(lbs.) Gasses(cu.ft.)					
0 Limited Business Plan Reporting	$496.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
1 55-110 500-1,000 200-2,000	$568.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
2 111-500 1,001-5000 2,001-10,000	$630.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
3 501-1,000 5,000-10,000 10,001-30,000	$655.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
4 1,001-5,000 10,001-100,000 30,001-50,000	$777.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
5 5,001-20,000 100,001-200,000 50,001-2,000,000	$859.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
6 20,001-150,000 200,001-300,000 2,000,000-3,000,000	$968.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
7 150,001+ 300,001+ 3,000,001+	$1,270.00				H&S 25404(a)(1)(A), 25287(a) & (b), 101025, 101325, 27 CCR 15210
APSA Tier 3 Facility	$648.00				H&S 101325, 25404(a)(1)(A), 27 CCR 15211
APSA non-Tier 3 Facility	$245.00				H&S 101325, 25404(a)(1)(A), 27 CCR 15210
Hazmat: Underground Storage Tank - Red Tag Enforcement	$432.00				
Hazmat: Unified Program - State Surcharges - Aboveground Petroleum Storage Act (Per Facility)	$26.00				
Behavioral Health and Recovery Services					
Public Health Laboratory (All tests are free if initiated by the Public Health Department or if a Public Health need is indicated.)					
Enteric Culture, Primary	$19.00				Title 9, Section 9.16.010
Enteric Serotyping	$19.00				Title 9, Section 9.16.010

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
TPPA (Treponeme)	$31.50				Title 9, Section 9.16.010
Gonorrhea - NAAT	$49.50				Title 9, Section 9.16.010
Gonorrhea Culture, Primary	$15.00				Title 9, Section 9.16.010
Mycology:					
Culture, Primary	$11.50				Title 9, Section 9.16.010
Fungus ID, each	$20.00				Title 9, Section 9.16.010
Yeast ID, each	$18.00				Title 9, Section 9.16.010
Definitive CI, Dermatophytes	$30.00				Title 9, Section 9.16.010
Parasite (intestinal):					
Formalin-Ether Concentrate Smear	$9.50				Title 9, Section 9.16.010
Direct Smear-Crypto, Giardia	$9.50				Title 9, Section 9.16.010
Trichome Stained Smear	$13.00				Title 9, Section 9.16.010
Pinworm	$21.00				Title 9, Section 9.16.010
Routine Bacterial Culture or CI	$21.00				Title 9, Section 9.16.010
Tuberculosis:					
Culture, "Migit 960" / Solid Media	$15.00				Title 9, Section 9.16.010
Sputum Concentration	$10.50				Title 9, Section 9.16.010
AFB Smear Only	$10.50				Title 9, Section 9.16.010
TB Panel, Culture, ID & Sensitivity	$97.00				Title 9, Section 9.16.010
Sensitivities - 3 drug	$63.00				Title 9, Section 9.16.010
Sensitivity - PZA	$46.50				Title 9, Section 9.16.010
Nucleuc Acid Probe, each	$59.00				Title 9, Section 9.16.010
VDRL, Syphilis Serology	$8.50				Title 9, Section 9.16.010
Lyme Disease, Serology Elisa IgM / IgG	$40.00				Title 9, Section 9.16.010
Lyme Disease, Western Blot IgM / IgG	$71.00				Title 9, Section 9.16.010
Ehrlichia chafeensis Serology	$40.00				Title 9, Section 9.16.010
Ehrlichia H.G.E. Serology	$40.00				Title 9, Section 9.16.010
Babesia WA-1 Serology or Microti-serol	$45.00				Title 9, Section 9.16.010
Tick for Lyme Disease Serol DFA	$29.00				Title 9, Section 9.16.010
Ticks (bulk testing per 100 ticks)	$840.00				Title 9, Section 9.16.010
Food Cultures (per suspect pathogen)	$79.00				Title 9, Section 9.16.010
Streptococcal Culture and Grouping	$10.00				Title 9, Section 9.16.010
Pertussis Culture	$15.00				Title 9, Section 9.16.010
AIDS Test:					
HIV Elisa	$15.00				Title 9, Section 9.16.010
HIV Western Blot or IFA	$63.00				Title 9, Section 9.16.010
Chlamydia NAAT	$49.50				Title 9, Section 9.16.010
Direct or Indirect FA or Darkfield	$19.00				Title 9, Section 9.16.010
Hepatitis C (antibody only)	$21.00				Title 9, Section 9.16.010
Herpes Isolation and Typing	$42.00				Title 9, Section 9.16.010
Rabies (Large Animals: Cow, Horse, etc.)	$135.00				Title 9, Section 9.16.010
Rabies (Small Animals: Opossum, Skunk, etc.), a separate decapitation and/or decerebration fee may apply	$90.00				Title 9, Section 9.16.010
Virus Culture Non Herpes:					
Flu and Other Respiratory Viruses	$34.00				Title 9, Section 9.16.010
Viral Testing (SF-PHL) Additional Studies, e.g. FA	$31.50				Title 9, Section 9.16.010
Handling Fee	$5.00				Title 9, Section 9.16.010
Viral Load (HIV)	$125.00				Title 9, Section 9.16.010
West Nile Virus Serology Screening	$36.00				Title 9, Section 9.16.010
R-Mix Respiratory Virus x 7	$238.00				Title 9, Section 9.16.010
T Cell Count (3 cell marker)	$73.11				Title 9, Section 9.16.010
Water Fecal Coliforms	$22.00				Title 9, Section 9.16.010
Shellfish, Oyster Meat	$60.00				Title 9, Section 9.16.010
Shellfish, Oyster Meat	$60.00				Title 9, Section 9.16.010
Salt Water, MPH 15 tubes: E Coli	$49.00				Title 9, Section 9.16.010
Quantitray-Colilert-Enterolert	$36.00				Title 9, Section 9.16.010
Real Time PCR					
Chain Reactions Tests for:					
Bordetella Pertussis	$59.00				Title 9, Section 9.16.010
Mycobacteria Tuberculosis	$59.00				Title 9, Section 9.16.010
Influenza	$59.00				Title 9, Section 9.16.010
Norovirus	$59.00				Title 9, Section 9.16.010
Handling Fee	$5.00				Title 9, Section 9.16.010
Any Test Not listed on this schedule	$2.00 per procedure time value unit (PTV)				Title 9, Section 9.16.010
Substance Use Disorder Treatment					
Substance Use Disorder Treatment Fees					
Sliding Scale Level 0.5: Monthly Income Level $4,001+	$65.00				
Sliding Scale Level 0.5: Monthly Income Level $3,501 - $4,000	$62.00				
Sliding Scale Level 0.5: Monthly Income Level $3,001 - $3,500	$59.00				
Sliding Scale Level 0.5: Monthly Income Level $2,501 - $3,000	$54.00				
Sliding Scale Level 0.5: Monthly Income Level $2,001 - $2,500	$51.00				
Sliding Scale Level 0.5: Monthly Income Level $1,501 - $2,000	$42.00				
Sliding Scale Level 0.5: Monthly Income Level $1,101 - $1,500	$32.00				
Sliding Scale Level 0.5: Monthly Income Level $801 - $1,100	$26.00				
Sliding Scale Level 0.5: Monthly Income Level Below $800	$23.00				
Sliding Scale Level 1: Monthly Income Level $4,001+	$51.00				
Sliding Scale Level 1: Monthly Income Level $3,501 - $4,000	$44.00				
Sliding Scale Level 1: Monthly Income Level $3,001 - $3,500	$36.00				
Sliding Scale Level 1: Monthly Income Level $2,501 - $3,000	$29.00				
Sliding Scale Level 1: Monthly Income Level $2,001 - $2,500	$22.00				
Sliding Scale Level 1: Monthly Income Level $1,501 - $2,000	$18.00				
Sliding Scale Level 1: Monthly Income Level $1,101 - $1,500	$15.00				
Sliding Scale Level 1: Monthly Income Level $801 - $1,100	$12.00				

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Sliding Scale Level 1: Monthly Income Level Below $800	$9.00				
SUDT Assessment	$167.00				
SUDT Clinical Assessment	$80 per hour				
Behavioral Health					
Hourly Rates by Practitioner Type	County BHRS Medi-Cal Hourly Rates	County Contracted Provider Hourly Rates			
Psychiatrist/ Contracted Psychiatrist	$1,472.72	$1,074.44			
Physicians Assistant	$660.51	$480.53			
Nurse Practitioner	$732.35	$532.79			
RN	$598.20	$435.21			
Psychologist/Pre-licensed Psychologist	$592.28	$430.75			
LVN	$314.25	$228.63			
LPHA	$383.28	$281.51			
LCSW	$383.28	$278.64			
Licensed Psychiatric Technician	$269.40	$209.79			
Mental Health Rehab Specialist	$288.36	$209.79			
Other Qualified Providers	$288.36	$195.80			
Mobile Crisis Rates	County	Contractor			
Crisis per Encounter	$3,460.84	$2,517.83			
Transportation, Staff Time, per 15 Minute Unit	$83.96	$61.08			
Transportation , per mile	$0.67	$0.67			
Day Rates					
Therapeutic Foster Care	$314.03				
Crisis Residential Treatment	$429.00				
Facilities					
Behavioral Health Regional Training Center Rental Fees:					
Congressionally charted groups and their auxiliaries	$90.00 per day				
Public Use (Public or Private Functions), full day	$500.00 per day				
Public Use (Public or Private Functions), half day	$250.00 per day				
Historically Sponsored Groups	$90.00 per day				
All County Departments and Agencies for Official Functions	$90.00 per day				
Recognized Employee Groups, full day	$90.00 per day				
Recognized Employee Groups, half day	$45.00 per half day				
Other Non-Profit Organizations and Governmental Agencies (Including but not Limited to; Schools, City, State, and Federal Agencies), full day	$350.00 per day				
Other Non-Profit Organizations and Governmental Agencies (Including but not Limited to; Schools, City, State, and Federal Agencies), half day	$175.00 per half day				
Cleaning Deposit for public use	$500.00 per rental				
Key Deposit	$25.00				
Nursing					
Immunizations - Routine Childhood:					
Dap (Diphtheria, Pertussis and Tetanus) - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Flu - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Hep A - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Hep B - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
HIB - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
HPV - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Meningococcal (Conjugate) - Medi-cal Allowable Rates	$26.06				Title 9, Section 9.16.010
MMR (Measles, Mumps, Rubella) - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
MMRV - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Pediatric Diphtheria/Tetanus - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Pneumococcal Conjug - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Polio - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Rotavirus - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Td - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Tdap - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Varicella - Medi-cal Allowable Rates	$26.03				Title 9, Section 9.16.010
PPD - Medi-cal Allowable Rates	$26.79				Title 9, Section 9.16.010
Dap (Diphtheria, Pertussis and Tetanus) - Private Pay	$26.03				Title 9, Section 9.16.010
Flu - Private Pay	$26.03				Title 9, Section 9.16.010
Hep A - Private Pay	$26.03				Title 9, Section 9.16.010
Hep B - Private Pay	$26.03				Title 9, Section 9.16.010
HIB - Private Pay	$26.03				Title 9, Section 9.16.010
HPV - Private Pay	$26.03				Title 9, Section 9.16.010
Meningococcal (Conjugate) - Private Pay	$26.03				Title 9, Section 9.16.010
MMR (Measles, Mumps, Rubella) - Private Pay	$26.03				Title 9, Section 9.16.010
MMRV - Private Pay	$26.06				Title 9, Section 9.16.010
Pediatric Diphtheria/Tetanus - Private Pay	$26.03				Title 9, Section 9.16.010
Pneumococcal Conjug - Private Pay	$26.03				Title 9, Section 9.16.010
Polio - Private Pay	$26.03				Title 9, Section 9.16.010
Rotavirus - Private Pay	$26.03				Title 9, Section 9.16.010
Td - Private Pay	$26.03				Title 9, Section 9.16.010
Tdap - Private Pay	$26.03				Title 9, Section 9.16.010
Varicella - Private Pay	$26.03				Title 9, Section 9.16.010
PPD - Private Pay	$26.79				Title 9, Section 9.16.010
Immunizations - Adult / Other:					
Hep A	$70.35				Title 9, Section 9.16.010, Reso. No. 19-373
Hep B	$60.00				Title 9, Section 9.16.010, Reso. No. 14-047
Twinrix (Hep. A and B Combined Vaccine)	$81.90				Title 9, Section 9.16.010, Reso. No. 19-373
Pyrazinamide (TB Medication)	$132.00				Title 9, Section 9.16.010, Reso. No. 19-373

Fee Title	Fee Amount				Government Code Justification
Flu/Pneumonia	$15.00				Title 9, Section 9.16.010, Reso. No. 14-047
Varicella	$15.00				Title 9, Section 9.16.010
Td	$28.00				Title 9, Section 9.16.010
MMR (Measles, Mumps, Rubella)	$15.00				Title 9, Section 9.16.010
INH	$14.00				Title 9, Section 9.16.010, Reso. No. 14-047
Vitamin B6 (In conjunction with INH)	$7.50				Title 9, Section 9.16.010, Reso. No. 14-047
Rabies (Pre-exposure)	cost + office visit/admin fee				Title 9, Section 9.16.010
Rabies (Post-exposure)	cost + office visit/admin fee				Title 9, Section 9.16.010
Flu - Medi-Cal Allowable Rates	$26.03				Title 9, Section 9.16.010
Flu - Private Pay	$26.03				Title 9, Section 9.16.010
PPD - Medi-cal Allowable Rates	$26.79				Title 9, Section 9.16.010
PPD - Private Pay	$26.79				Title 9, Section 9.16.010
Tdap - Private Pay	$45.00				Title 9, Section 9.16.010, Reso. No. 14-047
Communicable Disease Contacts (fee per person):					
PPD adult certified	$20.00				Title 9, Section 9.16.010, Reso. No. 14-047
PPD child certified	$20.00				Title 9, Section 9.16.010, Reso. No. 14-047
PPD case contacts	$10.00				Title 9, Section 9.16.010
IG/Measles contact	$10.00				Title 9, Section 9.16.010
IG/Hepatitis	$10.00				Title 9, Section 9.16.010
Miscellaneous:					
Nurse Drop-In Visits	$10.00				Title 9, Section 9.16.010
Office Consultation (Cardiology Clinic)	$135.00				Title 9, Section 9.16.010
Federally Approved Sliding-Scale Rates	Varied				Title 9, Section 9.16.010
Home Visit (TCM)	Set by Medi-Cal				Title 9, Section 9.16.010
Rate shall be set by Medi-Cal through an annual State Required cost report. Rate shall be adjusted with each annual cost report, and subject to sliding scale pertinent to TCM only.					
New Patient - Problem Focused/10 minutes	$50.00				Title 9, Section 9.16.010
New Patient - Expanded Problem/20 minutes	$100.00				Title 9, Section 9.16.010
New Patient - Detailed/30 minutes	$150.00				Title 9, Section 9.16.010
New Patient - Comprehensive/45 minutes	$228.00				Title 9, Section 9.16.010
New Patient - Comprehensive/60 minutes	$300.00				Title 9, Section 9.16.010
Established Patient - Eval & Mgt (No M.D.)	$30.00				Title 9, Section 9.16.010
Established Patient - Problem Focused 10 minutes	$40.00				Title 9, Section 9.16.010
Established Patient - Expanded/15 minutes	$85.00				Title 9, Section 9.16.010
Established Patient - Detailed/25 minutes	$100.00				Title 9, Section 9.16.010
Established Patient - Comprehensive/40 minutes	$160.00				Title 9, Section 9.16.010
Team Conference/30 minutes	$20.00				Title 9, Section 9.16.010
Team Conference/60 minutes	$40.00				Title 9, Section 9.16.010
Sputum Induction	$15.00				Title 9, Section 9.16.010
Venipuncture	$10.00				Title 9, Section 9.16.010
CXR Interpretation	$39.00				Title 9, Section 9.16.010
Hematocrit (Hct.)	$3.50				Title 9, Section 9.16.010
Denver Developmental	$50.00				Title 9, Section 9.16.010
Medical Marijuana Identification Cards (MMIC)					
Application Fee (non Medi-Cal client)	$180.00				Title 9, Section 9.16.010, H&S 11362.755(a)
Application Fee (primary caregiver, non Medi-Cal)	$180.00				Title 9, Section 9.16.010, H&S 11362.755(a)
Application Fee (client with Medi-Cal)	$90.00				Title 9, Section 9.16.010, H&S 11362.755(a)
Application Fee (primary caregiver with Medi-Cal)	$90.00				Title 9, Section 9.16.010, H&S 11362.755(a)
Full fee MMIC	$66.00 paid to State- Included				Title 9, Section 9.16.010
Medi-Cal MMIC	$33.00 paid to State - Included				Title 9, Section 9.16.010
Tobacco Control Program					
Tobacco Retailer Licensing Fee	$350.00				Ord. No. 4203, County Code Ch 6.20
Social Services					
Public Administrator					
Minimum Fee on Smaller Estates	$3,000.00				PROB 7666, Reso. No. 22-243
First: $100,000	4% Administration				PROB 10800, Reso. No. 22-243
Next: $100,000	3% Administration				PROB 10800, Reso. No. 22-243
Next: $800,000	2% Administration				PROB 10800, Reso. No. 22-243
Next: $9,000,000	1% Administration				PROB 10800, Reso. No. 22-243
Next: $15,000,000	.5% Administration				PROB 10800, Reso. No. 22-243
Amounts over $25,000,000	To Be Determined by the Court				PROB 10800, Reso. No. 22-243
Bond Fee	$25 plus .25% on Estates over $10,000				PROB 7621, Reso. No. 22-243
Extraordinary Services	$103/hr for Deputy				PROB 10801, reso. No. 22-243
Extraordinary Services	$75/hr for Others				PROB 10801, reso. No. 22-243
Public Guardian					
Bond Fees	$25 plus .25% on Assets over $10,000				PROB 2942, Reso. No. 22-243
Initial Set Up Fee	$2,000 as allowed				PROB 2942, Reso. No. 22-243
Investigation Fee	$850 as allowed				PROB 2942, Reso. No. 22-243
In Final Accounts Where the Conservatee is Deceased	40% of the Estate Balance up to $4,600 as allowed				PROB 2942, Reso. No. 22-243
Probate Code 2631	$900 as allowed				PROB 2942, Reso. No. 22-243
Conservatorship of the Estate		Compensation	Value of Estate		
		-0-	$774.99 and under		PROB 2942, Reso. No. 22-243
		11% of balance as allowed	$775 – $1,499		PROB 2942, Reso. No. 22-243

Fee Title	Fee Amount				Government Code Justification
		16% of balance, with a maximum m of $ 1,500 as allowed	$1,500 – 14,999		PROB 2942, Reso. No. 22-243
		10% of balance, with a maximum m of $ 2,000 as allowed	$15,000 – 44,999		PROB 2942, Reso. No. 22-243
		4.5% of balance, with a maximum m of $ 2,600 as allowed	$45,000 – 74,999		PROB 2942, Reso. No. 22-243
		3.5% of balance, with a maximum m of $ 3,150 as allowed	$75,000 – 104,999		PROB 2942, Reso. No. 22-243
		3% of balance, with a maximum m of $ 3,770 as allowed	$105,000 – 129,999		PROB 2942, Reso. No. 22-243
		2.9% of balance, with a maximum m of $7,000 as allowed	$130,000 – 244,999		PROB 2942, Reso. No. 22-243
		2.9% of balance, with a maximum m of $8,500 as allowed	$245,000 and above		PROB 2942, Reso. No. 22-243
Sale of Real Estate	$1,500 as allowed				PROB 2942, Reso. No. 22-243
Sales on Personal Property over $1,500	$103/hr for Deputy as allowed				PROB 2942, Reso. No. 22-243
Extraordinary Services	$75/hr for Deputy as allowed				PROB 2942, Reso. No. 22-243
Extraordinary Services	$75/hr for Others as allowed				PROB 2942, Reso. No. 22-243
Planning & Building Services (PBS)					
Building Division					
Building Permit Fees					
Fee based on job cost valuation. Job cost valuation calculated based on table values in the next section titled "Building Valuation" multiplied by square footage. This may be used in addition to or in place of applicant submitted valuation.					Govt. Code Section 66014(a), California Building Code section 109
$1 to $500.00	$23.67				Govt. Code Section 66016, HSC Sec. 19132.3, Reso. No. 08-130
$501.00 to $2000.00	$23.67 for the first $500 plus $3.11 for each additional $100 or fraction thereof, to and including $2,000.				
$2001.00 to $25000.00	$70.03 for the first $2,000 plus $14.12 for each additional $1,000 or fraction thereof, to and including $25,000.				
$25001.00 to $50000.00	$394.88 for the first $25,000 plus $10.19 for each additional $1,000 or fraction thereof, to and including $50,000.				
$50001.00 to $100000.00	$649.64 for the first $50,000 plus $7.06 for each additional $1,000 or fraction thereof, to and including $100,000.				
$100001.00 to $500000.00	$1002.73 for the first $100,000 plus $5.61 for each additional $1,000 or fraction thereof, to and including $500,000.				
$500001.00 to $1000000.00	$3246.75 for the first $500,000 plus $4.78 for each additional $1,000 or fraction thereof, to and including $1,000,000.				
$1000001.00 and up	$5634.45 for the first $1,000,000 plus $3.55 for each additional $1,000 or fraction thereof.				
***Planning and Building Services Building Valuation Tables can be found in separate table on the last page of this schedule*					
Building Valuation*					
*Valuations not on this list shall be designated to a use or hazard that is most similar. N.P.= Not Permitted					
ICC Building Valuation Table - Table groups and construction types are derived from the ICC Valuation Tables and include architectural, structural, electrical, plumbing, and mechanical work. Valuation for remodels will be 65% of the stated valuation for the purpose of determining fees. NOTE: ICC table adopted @ 75% of the amount per BOS direction. Government Code section 66014(a), California Building Code section 109					
Group (2021 International Building Code)	IIA	IIB	VA	VB	
A-1 Assembly, theaters, with stage	$298.73	287.25	250.64	242.45	
A-1 Assembly, theaters, without stage	$271.92	260.43	223.83	215.64	
A-2 Assembly, nightclubs	$240.91	232.41	198.15	191.66	

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
A-2 Assembly, restaurants, bars, banquet halls	$238.91	232.41	196.15	190.66	
A-3 Assembly, churches	$275.97	264.5	228.33	220.13	
A-3 Assembly, general, community halls, libraries, museums	$230.84	220.36	182.97	175.79	
A-4 Assembly, arenas	$269.92	259.43	221.83	214.64	
B Business	$230.22	220.18	176.96	168.98	
E Educational	$247.48	236.82	193.15	187.15	
F-1 Factory and industrial, moderate hazard	$135.37	130.82	96.63	90.55	
F-2 Factory and industrial, low hazard	$135.37	129.82	96.63	89.55	
H-1 High Hazard, explosives	$126.28	120.73	87.85	N.P.	
H234 High Hazard	$126.28	120.73	87.85	80.76	
H-5 HPM	$230.22	220.18	176.96	168.98	
I-1 Institutional, supervised environment	$231.87	223.51	183.98	178.19	
I-2 Institutional, hospitals	$395.71	385.68	341.43	N.P.	
I-2 Institutional, nursing homes	$269.80	259.75	217.86	N.P.	
I-3 Institutional, restrained	$263.79	253.75	212.25	202.27	
I-4 Institutional, day care facilities	$231.87	223.51	183.98	178.19	
M Mercantile	$175.03	167.53	132.98	127.51	
R-1 Residential, hotels	$234.22	225.85	186.62	180.83	
R-2 Residential, multiple family	$193.17	184.8	146.61	140.82	
R-3 Residential, one- and two-family	$188.07	184.23	166.09	156.45	
R-4 Residential, care/assisted living facilities	$231.87	223.51	183.98	178.19	
S-1 Storage, moderate hazard	$124.28	119.73	85.85	79.76	
S-2 Storage, low hazard	$124.28	118.73	85.85	78.76	
U Utility, miscellaneous	$95.84	91.61	65.12	62.06	
Department Valuations (per square foot)					
Re-Roof	Residential $5.74/ Commercial $9.76				
Re-Roof with Sheeting	Residential $7.82/ Commercial $13.14				
Sprinklers	Residential $4.25/ Commercial $5.30				
Deck	Residential $11.75/ Commercial $14.68				
Deck with Porch	Residential $23.47/ Commercial $29.34				
Carport	$29.34				
Siding	Residential $5.74/ Commercial $9.76				
Siding with Sheeting	Residential $7.82/ Commercial $13.14				
Building Division Fees (Not based on job cost valuation)					
Minimum permit or demolition fee	$183.00				
Residential Solar Fee	For photovoltaic systems, that fee shall not exceed four hundred fifty dollars ($450) plus fifteen dollars ($15) per kilowatt for each kilowatt above 15kW. For thermal systems, that fee shall not exceed four hundred fifty dollars ($450) plus fifteen dollars ($15) per kilowatt thermal for each kilowatt thermal above 10kWth.				
Commercial Solar Fee	For photovoltaic systems, the fee shall not exceed one thousand dollars ($1,000) for systems up to 50kW plus seven dollars ($7) per kilowatt for each kilowatt between 51kW and 250kW, plus five dollars ($5) per kilowatt for each kilowatt above 250kW. For thermal systems, the fee shall not exceed one thousand dollars ($1,000) for systems up to 30kWth, plus seven dollars ($7) per kilowatt thermal for each kilowatt thermal between 30kWth and 260kWth, plus five dollars ($5) per kilowatt thermal for each kilowatt thermal above 260kWth.				
Agricultural Building Exemption Fee	$298.00				
Pond Exemption Fee	$696.00				
Grading Exemption Fee	$696.00				
Issuance Fee	$110.00				
Violation/Penalty Fee	Pursuant to Mendocino County Code Section 18.08.030, 1X, 2X, 3X				
Records Management Fee - Over the Counter	$150.00				
Records Management Fee - Residential	$300.00				

Fee Title	Fee Amount				Government Code Justification
Records Management Fee - Commercial projects under and including $25,000 in job cost valuation	$305.00				
Records Management Fee - Commercial projects $25,001 and over in job cost valuation	$500.00				
Education Fee	6% of building permit and plan check fee				
General Plan Maintenance Fee	0.65% of job cost valuation for all permits with a job cost valuation $17,001 and greater.				
General Plan Maintenance Fee - Flat	$20 - Applies to all permits with a job cost valuation less than or equal to $17,000.				
Building Standards Fee	$1 for Job Cost Valuation of $1 - 25,000, $2 for Job Cost Valuation of $25,001 - 50,000, $3 for Job Cost Valuation of $50,001 - 75,000, $4 for Job Cost Valuation of $75,001-100,000, and $1 for every $25,000 or fraction thereof above $100,000.				
Strong Motion Instrumentation Program (SMIP) Fee	Category 1 (Residential) - (Valuation Amount) X 0.00013 = Fee Amount (Min. 50 cents). Category 2 (Commercial) - (Valuation Amount) X 0.00028 = Fee Amount (Min. 50 cents)				
Certified Access Specialist Program (CASp) Fee	$4 for every permit				
Reinspection Fee	$86.00				
Reinstatement or Extension of Application or Permit Fee	$177 plus $86 for each remaining inspection if reinstatement of a permit which has been issued.				
Stormwater/MS4/LID/Flood Inspection Fee (each)	$146.00				
Returned Check Bank and Staff Processing Fee	$33.50				
Permit Record Update Fee	$131.00				
Building Plan Review Fees					
Plan Review Fee When the County Administers the Uniform Fire Code	The Plan Review Fee is equivalent to 100% of the Building Permit Fee.				Govt. Code Section 66016, HSC Sec. 19132.3
Plan Review Fee	The Plan Review Fee is equivalent to 75% of the Building Permit Fee.				Govt. Code Section 66016, HSC Sec. 19132.3
Grading of 50 cubic yards (38.2 m3) or less. Does not apply when grading in combination with other development or when the grading ordinance requires a permit for the activity	No Fee				
Planning Review Fee for Building Permit Applications	Staff Time x Weighted Rate				
Stormwater/MS4/LID/Flood Review Fee	Staff Time x Weighted Rate				
Additional plan review fee required by changes, additions or revisions	Staff Time x Weighted Rate				
Special Inspection/Pre-Site Inspection Fees					
Albion	$293.00				Govt. Code Section 66016, HSC Sec. 19132.3
Anchor Bay	$502.00				Govt. Code Section 66016, HSC Sec. 19132.3
Boonville	$356.00				Govt. Code Section 66016, HSC Sec. 19132.3
Branscomb	$486.00				Govt. Code Section 66016, HSC Sec. 19132.3
Calpella	$244.00				Govt. Code Section 66016, HSC Sec. 19132.3
Comptche	$335.00				Govt. Code Section 66016, HSC Sec. 19132.3
Covelo	$585.00				Govt. Code Section 66016, HSC Sec. 19132.3
Elk	$356.00				Govt. Code Section 66016, HSC Sec. 19132.3
Fort Bragg	$215.00				Govt. Code Section 66016, HSC Sec. 19132.3
Gualala	$565.00				Govt. Code Section 66016, HSC Sec. 19132.3
Hopland	$257.00				Govt. Code Section 66016, HSC Sec. 19132.3
Irish Beach	$422.00				Govt. Code Section 66016, HSC Sec. 19132.3
Laytonville	$413.00				Govt. Code Section 66016, HSC Sec. 19132.3
Leggett	$547.00				Govt. Code Section 66016, HSC Sec. 19132.3
Longvale	$370.00				Govt. Code Section 66016, HSC Sec. 19132.3
Manchester	$453.00				Govt. Code Section 66016, HSC Sec. 19132.3
Navarro	$434.00				Govt. Code Section 66016, HSC Sec. 19132.3
Philo	$367.00				Govt. Code Section 66016, HSC Sec. 19132.3
Piercy	$620.00				Govt. Code Section 66016, HSC Sec. 19132.3
Point Arena	$460.00				Govt. Code Section 66016, HSC Sec. 19132.3
Potter Valley	$296.00				Govt. Code Section 66016, HSC Sec. 19132.3
Redwood Valley	$248.00				Govt. Code Section 66016, HSC Sec. 19132.3
Talmage	$248.00				Govt. Code Section 66016, HSC Sec. 19132.3
Ukiah	$215.00				Govt. Code Section 66016, HSC Sec. 19132.3
Westport	$307.00				Govt. Code Section 66016, HSC Sec. 19132.3
Whale Gulch	$860.00				Govt. Code Section 66016, HSC Sec. 19132.3
Whitethorn	$804.00				Govt. Code Section 66016, HSC Sec. 19132.3
Willits	$297.00				Govt. Code Section 66016, HSC Sec. 19132.3

Fee Title	Fee Amount				Government Code Justification
Yorkville	$374.00				Govt. Code Section 66016, HSC Sec. 19132.3
Planning Division					
Division of Land Project (*Project add-on fees may apply)					
Boundary Line Adjustment Fee* (additional cost recovery applies)	$1,278 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Certificate of Compliance Fee* (additional cost recovery applies)	$830 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Major/Parcel Subdivision Fee* (additional cost recovery applies)	$11,568 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Subdivision Modification Fee* (additional cost recovery applies)	$5,035 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Subdivision Extension of Time Fee (additional cost recovery applies)	$245 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Minor Subdivision Fee* (additional cost recovery applies)	$6,393 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Subdivision Revised Map Fee* (additional cost recovery applies)	$2,419 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
General Plan Project (*Project add-on fees may apply)					
General Plan/Coastal Plan Amendment Fee* (additional cost recovery applies)	$10,348 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Ordinance Amendment Fee* (additional cost recovery applies)	$11,597 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Rezone Fee* (additional cost recovery applies)	$7,687 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Development Agreement Fee* (additional cost recovery applies)	$9,696 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Development Agreement Modification Fee* (additional cost recovery applies)	$8,237 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Coastal Project (*Project add-on fees may apply)					
Categorical Exclusion Fee* (additional cost recovery applies)	$552 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Coastal Development Permit (CDP) Admin/Standard Minor Fee* (additional cost recovery applies)	$2,811 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Fee* (additional cost recovery applies)	$5,040 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Immaterial Modification Fee* (additional cost recovery applies)	$1,419 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Material Modification Fee* (additional cost recovery applies)	$2,824 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Administrative Renewal Fee* (additional cost recovery applies)	$1,419 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Fee* (additional cost recovery applies)	$6,050 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Renewal Fee* (additional cost recovery applies)	$1,719 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Material Modification Fee* (additional cost recovery applies)	$3,747 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Standard Immaterial Modification Fee* (additional cost recovery applies)	$1,719 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
CDP Assignment Fee	$152.00				Govt. Code 66014(a)
Local Coastal Program Consistency Review Fee* (additional cost recovery applies)	$1,614 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Ministerial CDP for Accessory Dwelling Units Fee* (additional cost recovery applies)	$552 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Emergency CDP Fee* (additional cost recovery applies)	$1,378 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Major Fee* (additional cost recovery applies)	$1,630 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Intermediate Fee* (additional cost recovery applies)	$1,131 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Minor Fee* (additional cost recovery applies)	$797 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Town of Mendocino Single Unit Rental/Vacation Home Rental Waiting List Fee	$121.00				Govt. Code 66014(a)
Mendocino Historical Review Board (MHRB) Sign Copy Change or Single Business Sign Fee* (additional cost recovery applies)	$276 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Zoning Project (*Project add-on fees may apply)					
Use Permit Fee* (additional cost recovery applies)	$7,128 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Use Permit Renewal/Modification	$5,604 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Use Permit - Room and Board Fee* (additional cost recovery applies)	$3,450 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Use Permit - Room and Board Renewal/Modification Fee* (additional cost recovery applies)	$3,207 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Airport Land Use Commission Review Fee* (additional cost recovery applies)	$2,000 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Airport Land Use Comm. Review Fee - City Project* (additional cost recovery applies)	$1,019 + (Staff Time x Weighted Rate)				
Ag. Preserve Contract Fee* (additional cost recovery applies)	$4,752 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Ag. Preserve Rescind and Re-enter Fee* (additional cost recovery applies)	$3,606 + (Staff Time x Weighted Rate)				
Ag. Preserve Cancellation or Partial Non-Renewal Fee* (additional cost recovery applies)	$2,051 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Home Occupation Business License Review Fee	$135.00				Govt. Code 66014(a)
Business License Review Fee (zoning & occupancy)	$255.00				Govt. Code 66014(a)
Development Review Fee* (additional cost recovery applies)	$3,166 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Preapplication Conference Fee* (additional cost recovery applies)	$893 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Surface Mining & Reclamation (SMARA) Use Permit Fee* (additional cost recovery applies)	$9,876 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
SMARA - Use Permit Renewal/Modification Fee* (additional cost recovery applies)	$5,101 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
SMARA Interim-Management Plan Fee* (additional cost recovery applies)	$938 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Planning Consultation Fee (per hour, minimum one hour)	Staff Time x Weighted Rate				Govt. Code 66014(a)
Cannabis Facilities Business License Review Fee	$210.00				Govt. Code 66014(a)
Variance	$3,031 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Project (*Project add-on fees may apply)					
Administrative Permit Renewal Fee - other than temporary uses* (additional cost recovery applies)	$1,458 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Permit Fee - Wireless Communication* (additional cost recovery applies)	$3,140 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Permit Fee* (additional cost recovery applies)	$1,977 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Administrative Permit Renewal Fee - Temporary Use* (additional cost recovery applies)	$106 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Other Project (*Project add-on fees may apply)					
Private Road Naming	$972 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Project Add-On Fees					
Records Management Fee - Major Project	$400.00				Govt. Code 66014(a)
Records Management Fee - Minor Project	$205.00				Govt. Code 66014(a)
General Plan Maintenance Fee - Major Project	$500.00				Govt. Code 66014(a)
General Plan Maintenance Fee - Minor Project	$200.00				Govt. Code 66014(a)
Environmental Review Fee	$1,818.00				Govt. Code 66014(a)
Coastal Zone Review Fee (Does not apply to "Coastal Projects")	$1,305.00				Govt. Code 66014(a)
SMARA Annual Inspection/Report Fee	$3,097.00				Govt. Code 66014(a)
SMARA Exemption Determination Fee (additional cost recovery applies)	$791 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Vested Right Determination Fee (additional cost recovery applies)	$5,221 + (Staff Time x Weighted Rate)				Govt. Code 66014(a)
Environmental Impact Report (EIR) Fee	EIRs are a flat deposit fee of $5,000 to cost recover staff time for administration in initiating EIR process. In addition the applicant pays actual cost of the EIR contract/preparation plus 15% of contract amount to cover staff time in administering contract and review of EIR components.				Govt. Code 66014(a)
Special Planning Commission Hearing	$2,976.00				Govt. Code 66014(a)
Cell Tower GIS Add On	$182.00				Govt. Code 66014(a)
Violation/Penalty Fee	After-the-fact non-commercial penalty fee is equal to application base fee OR after-the-fact commercial penalty fee is equal to 2X application base fee.				Govt. Code 66014(a)
GMAC Referral Fee	$185.00				Govt. Code 66014(a)
Appeal to the Board of Supervisors Fee	$2,354.00				Govt. Code 66014(a)
Administrative Appeal Fee	$2,490.00				Govt. Code 66014(a)
Application Update Fee	$613.00				Govt. Code 66014(a)
Per Parcel Add-on Fee for Major Subdivision, Parcel Division, Minor Subdivision, Boundary Line Adjustment or Certificate of Compliance	$279.00				Govt. Code 66014(a)
Re-Noticing Fee for a public hearing when applicant requests continuance to date uncertain	$858.00				Govt. Code 66014(a)
SMARA Extraction Multiple Sites Fee	$2,542.00				Govt. Code 66014(a)
Sonoma State University for the Northwest Information Center Review Fee	$75.00				Govt. Code 66014(a)
Single Family Residence Incentive - CDP Fee Reduction	CDP Base Fee Reduction of 15% when constructing a single-family residence				Govt. Code 66014(a)
Subdivision Vesting of Tentative Map Fee (add-on fee to Major/Parcel Subdivision)	$5,586.00				Govt. Code 66014(a)
Subdivision Exception to County Code Fee	$2,286.00				Govt. Code 66014(a)
Service Fees					
Zoning Letter	$152 + (Staff Time x Weighted Rate)				
Less Than 3 Acre Conversion Determination	$164 + (Staff Time x Weighted Rate)				
Map Reproduction/Misc. Fees					
Quadriangle-combine with GIS Maps	$88.00				
GIS Maps (10 Min, minimum) per hour	$121.00				

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Population Information (per hour)	$121.00				
Probation					
Adult Probation					
Juvenile Probation					
Public Defender/Alternate Defender					
Legal Fees					
Registration Fee	$50.00				Penal Code section 987.5
Sheriff-Coroner					
Miscellaneous					
ABC License for Non-Profit, One-Day Events	$50.00				Reso. No. 11-072
Sheriff's Clearance Letter (Without Notary)	$45.00				Reso. No. 11-072
Sheriff's Clearance Letter (With Notary Certification)	$60.00				Reso. No. 11-072
Bingo Permit (unless Non-profit)	$25.00				
Audio Cassette Tape, Per Copy	$10.00				
Card Dealer's License	$50.00+ DOJ Fee				§6.04.120 MCC
Christmas Tree Permit One Tag Per Load (over 5 trees):	$5.00 Per Tag				§384d PC
Circus, Carnival or Rodeo Permit	$30.00 + DOJ Fee				§6.04.050h MCC
Explosives Permit, New & Renewal	$100.00				§12101 H&S
Explosives Permit, Less Than 100 Pounds	$25.00				§12101 H&S
Alarm Registration, Initial, Renewal	$60.00				
False Alarms	$150.00				MCC 8.60
Fingerprint Services, Inked Cards, Per Card	$20.00				
Fingerprint Services, LiveScan, Per Person	$40.00				
Gambling Business Permit	$100.00 + DOJ Fee				§6.04.110 MCC
Itinerant Business Permit	$30.00 + DOJ Fee				§6.04.090 MCC
Jail Booking Fees (Local)	$41.00				Reso. No. 11-098 (Effective July 1, 2011) if VLF Funding is not restored/State Budget; Gov. Code Sec. 29550
Junk Business Permit	$75.00 + DOJ Fee				§6.04.130 MCC
License to Carry a Concealed Firearm, New	$302.00				
License to Carry a Concealed Firearm, Renew	$81.00				
License to Carry a Concealed Firearm, Modification	$14.00				
License to Carry a Concealed Firearm, Duplicate	$14.00				
Marijuana Cooperative License Fee	$1,500.00				Reso No. 10-109
Medical Marijuana Card	$0.00				
Marijuana Eradication	See County Ordinance Chapter 9.31 of Title 9 for details				GC 54985
Zip Tie Program (Voluntary)	$25.00				Reso. No. 10-195
Zip Tie Program (Permitted)	$50.00				Reso. No. 10-195
Motor Vehicle Registration - Non Commercial	$2.00				VC §9250.19
Motor Vehicle Registration - Commercial	$4.00				VC §9250.19
Outdoor Festival Permit, Statement of Adequacy	$75.00 + DOJ Fee				§6.16.040e MCC
Parade Permit (if Sheriff provides services):	$30.00				
Search & Rescue	Up to $12,000/search				§26614.5 GC
VHS Tape, Per Copy	$15.00				
Impounded Vehicle Release	$150.00				VC 22850.5
Seizure, Storage, and Release of Firearms	$80.00				PC 12021.3, FC 6389
Third Party Inspector Authorization Permit -	$1,500.00				Reso No. 10-109
Third Party Inspector Authorization Permit - Individual	$1,500.00				Reso No. 10-109
Alcoholic Beverage Control License Review	$200.00				GC 54985
Civil Division Services					
Affidavit and Order,	$50.00				
ARREST- see Bench Warrant					
Assessment Fee on Disbursements	$15.00				
Attachment Writs					
Automobiles and Non-Equipment Trucks	$50.00				
plus check payable to DMV	$15.00				
Release of DMV Attachment Lien after 3 year attachment lien expires	$50.00				
plus check made payable to DMV	$15.00				
Equipment on AT-1, include trucks etc. used as equipment	$50.00				
plus check payable to Secretary of State (See SOS Website)	$10.00				
Release of AT-1 after 3 year attachment lien expires	$50.00				
plus check payable to Secretary of State (See SOS Website)	$10.00				
Farm Products or Inventory	$50.00				
plus check Payable to Secretary of State (See SOS Website)	$10.00				
Mobile Homes, etc.	$50.00				
plus check payable to Department of Housing	$15.00				
Release of lien after 3 year attachment lien expires	$50.00				
plus check payable to Department of Housing	$15.00				
Personal Property (other than Autos, Equipment, & Farm Products)	$50.00				
Real Property Attachment- see Real Property					
AUTOMOBILE LEVY- see Personal Property Levy or Attachment Writs					
BANK LEVY (served by Sheriff or Process Server)	$50.00				
Levy on Safe Deposit Box (additional fee after receipt of MOG)	$170.00				
Bank's fee to Drill Safe Deposit Box	Actual Cost				
BENCH WARRANT					
BENCH WARRANT (Issued Pursuant to Section 1993 of the CCP) + $175.00 Deposit	$50.00				
Receive and Process Warrant.	$50.00				
Cancel the Service of the Warrant	$105.00				
Unable to Locate Person After Due Diligence Arrest, which shall include Arrest & Release on Promise to Appear	$125.00				

Fee Title	Fee Amount				Government Code Justification
BENCH WARRANT (CCP 491.160(a)(l)(a) or 708.170(a)(l)(a))	$50.00				
BUSINESS LEVY - see Keeper Levy					
BOOK LEVY - On Property Held by Levying: Officer	$50.00				
CANCELLATION OF SERVICE prior to completion	$50.00				
CERTIFICATION OF CORRECTION - eve 40616	$25.00				
CERTIFIED MAIL - Return Receipt Requested	Actual Cost				
CITATION, Certification Of Correction - CVC 40616					
CLAIM AND DELIVERY WRITS					
Serve Writ & Undertaking with Levy	$125.00				
Serve Summons and Complaint with Writ	$50.00				
Notice of Application and Hearing:	$50.00				
Supporting Affidavits and/or Notices	No charge				
Temporary Restraining Order & Supporting Documents	$50.00				
Order to Transfer Possession & Supporting Documents	$50.00				
Keeper fees see Keeper Levy					
Moving and Storage Costs	Actual Cost				
CLAIM OF PLAINTIFF - Small Claims	$50.00				
COMMUNITY PROPERTY LEVY NOTIFICATION					
Mailing Notice of Levy to spouse of debtor	No charge				
Mailing Notice of Sale to spouse of debtor	$50.00				
COMPLAINT - without Summons	$50.00				
COPYING FEE - Per Page	$1.25				
COUNTER CLAIM or Counter Affidavit	$50.00				
CROSS COMPLAINT - Small Claims	$50.00				
DEBTOR'S INTEREST IN ESTATE	$50.00				
PROCESS					
DECLARATION OF DILIGENCE	None				
DISBURSEMENT FEE	$15.00				
EARNINGS WITHHOLDING ORDER	$45.00				
ESTATE LEVY	$50.00				
EVICTION - Writ of Possession - Real Property Posting eviction	$105.00				
Reposting eviction	$50.00				
Removing occupants and putting a person in possession Cancellation prior to service of notice to vacate	$75.00				
Cancellation after service of notice to vacate	$50.00				
Failure to take possession after service of notice to vacate	$50.00				
EXECUTE/SERVING ANY OTHER INSTRUMENT	$50.00				
EXECUTION- Writ of(Taking: Immediate Possession)	$50.00				
GARNISHMENTS Attachment or Execution (except wage)	$50.00				
JOINT DEBTOR SUMMONS	$50.00				
JURY SUMMONS for Civil Jury					
12 or less	$2.00				
Each Additional Juror	$0.10				
KEEPER LEVY (Sheriff's fees)					
Released at the end of 8 hours	$125.00				
Fee per day for continuously maintaining levy after first day	$50.00				
Not found - Sheriff's fee (non-installation)	$50.00				
KEEPER FEES (amount paid to keeper) Not found -fee to keeper (non-installation)					
8 hours or less	$175.00				
8--12 hours (keeper not to exceed $350 in any 24 hour period)	$350.00				
Not found -fee to keeper (non-installation)	$75.00				
LEVY - see Levy Type i.e. eviction real property, etc.					
MILITARY AFFIDAVIT	$50.00				
Additional Fee for Notary when Required	$15.00				
NOT FOUND RETURN (Other than a Summons)	$50.00				
NOTARY	$15.00				
NOTICE - Landlord/Tenant	$50.00				
ORDER FOR APPEARANCE OR EXAMINATION	$50.00				
ORDER TO SHOW CAUSE	$50.00				
PERSONAL PROPERTY LEVY - Writ of Execution or Possession					
Personal Property Levy without Seizure or Turnover	$50.00				
Perform Levy and Seize or Turnover Property e	$125.00				
Hiring Private Inventory Service	Actual Cost				
Moving and Storage Costs	Actual Cost				
Prepare and Post First Sale Notice	$50.00				
Posting Each Additional Sale Notice	$19.00				
Serve Sale Notice on Each Debtor (personally or by mail)	$50.00				
Serve Sale Notice on Judgment Creditor or Attorney	No Charge				
Serve Sale Notice on Each Person Listed on Back of Writ	$50.00				
Conduct or Postpone Sale	$110.00				
Prepare and Issue Certificate of Sale - Personal Property	$19.00				
Personal Property, Writ of Possession with Seizure of Prop.	$125.00				
Vehicle Levy- Large Truck	$125.00				
POSSESSION, WRIT OF (C&D) - see Claim & Delivery	-				
POSSESSION, WRIT OF (Personal Property)- see Personal Prop.	-				
POSSESSION, WRIT OF real Property) - see Eviction	-				
POSTPONING SALE - Real or Personal Property	$110.00				
PREJUDGMENT CLAIM TO RIGHT TO POSSESSION with Copy of Summons and Complaint	$50.00				
PROOF OF CORRECTION CERTIFICATION eve 40616	$25.00				
REAL PROPERTY LEVY- Execution or Attachment					
Real Property Levy Completed by Process Server	$50.00				
Real Property Levy Prepared and Recorded by Sheriff	$50.00				

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
County Recorder recording fee (Varies by County)	Actual Cost				
Demand Letter for Application for Order for Sale of Dwelling	No Charge				
Mail Notice of Levy to each Debtor	No Charge				
Mail Notice of Levy to 3rd Person in whose name the debtor's interest stands upon the county records, per CCP 700.0lS(a) (not the same as other joint owners)	$50.00				
Mail Notice of Levy to Additional (Joint) Owners of Record (this notice is not required by code)	$50.00				
Mail Notice of Levy to Other Individuals Specified in Creditor's Instructions	$50.00				
Serve Levy on Occupant or Post Property if No Occupant	$50.00				
Post Levy on Additional Non-Attached Parcels	$25.00				
Serve Application for Order for Sale of Dwelling on Occupant or post on real property (if instructed to do so by creditor/attorney)	$50.00				
REAL PROPERTY Sale					
Prepare Sale Notice and Mail or Deliver to Publisher	$19.00				
Publisher's Cost for Publishing Sale Notice	Actual Cost				
Mail Sale Notice to each Judgment Debtor	$50.00				
Mail Sale Notice to Creditor or Creditor's Attorney	No Charge				
Mail Sale Notice to Each Person Listed On Back of Writ	$50.00				
Mail Sale Notice to 3rd Person in whose name the debtor's interest in real property stands per 700.0lS(a)	$50.00				
Mail Sale Notice to Each Lien Holder	$50.00				
Mail Sale Notice Per Court Order or Attorney's Instructions	$50.00				
Serve Occupant of Real Property if present (one attempt)	$50.00				
Post Sale Notice on Real Property whether or not occupant is present	$50.00				
Post Sale Notice on Additional Unattached Parcels	$25.00				
Post Sale Notice in One Public Place in the City (info city, then the county) where the Sale is to be held	$50.00				
Conduct or Postpone Sale	$110.00				
Prepare and Record Real Property Certificate of Sale	$19.00				
(only on writ of sale with redemption)					
Notary Fee to Notarize Certificate of Sale	$15.00				
County Recorder recording fee (Varies by County)	Actual Cost				
Transfer Tax not paid on Certificate, it's paid on Deed					
Prepare and Mail Right to Redeem Letter to Debtor	$50.00				
Certified Mail	Actual Cost				
Prepare Certificate of Redemption and Deliver to Recorder	$19.00				
Notarize Certificate of Redemption	$15.00				
Prepare and Deliver Sheriffs Deed to Recorder	$19.00				
Notarize Deed	$15.00				
Recorder's Fee to Record Deed	Actual Cost				
Transfer Tax, Parcel Tax, etc.	Actual Cost				
Prepare and Deliver Real Property Release to Recorder	$50.00				
Notarize Release	$15.00				
Recorder's Fee to record release	Actual Cost				
REGISTERED MAIL - Return Receipt Requested	Actual Cost				
REGISTERED PROCESS SERVER - Open File and Levy	$50.00				
RESTRAINING ORDER (Refer to GOV 26721)	$50.00				
SAFE DEPOSIT BOX - After MOG received from bank Levying Officer Fee	$170.00				
Safe Deposit - Bank's Fee to Drill Box	Actual Cost				
SALE-Conduct or Postpone Sale of Real or Personal Property	$110.00				
SECRETARY OF STATE- see Attachments	-				
SPECIAL FUND FEES	-				
Assessment on disbursements	$15.00				
Portion of Fees Set Aside in Fund (automated systems)	$22.00				
SPOUSE - see Community Property Levy Notification	-				
SUBPOENA, CIVIL- Sheriffs Fee (with or W/O Subpoenas and Affidavit)	$50.00				
SUBPOENA, CIVIL STATE COURT Witness Fees - Any peace officer, any firefighter, any state employee, any trial court employee, and county employee, or a volunteer fire fighter.	Actual Cost				
SUBPOENA, CIVIL STATE COURT Witness Fees: General Public -All others not listed in Gov Code 68097.2 (35.00 per day plus $0.20 per mile)	Actual Cost				
SUBPOENA, CIVIL FEDERAL COURT Witness Fees: $40 per day(travel to and from court included), plus travel expenses, plus mileage per :uniformed table of distances adopted by the U.S. General Services Administration (GSA).	Actual Cost				
SUMMONS AND COMPLAINT and supporting documents	$50.00				
SUMMONS AND COMPLAINT, Cancellation or Not found	$50.00				
SUMMONS, Complaint & Prejudgment Claim of Right to Possession with unnamed tenants	$50.00				
SUMMONS AND PETITION	$50.00				
TILLTAP	$125.00				
VEHICLE INSPECTION Proof of Correction CVC 40616	$25.00				
VEHICLE LEVY- see Personal Property	-				
WAGE GARNISHMENT- see Earnings Withholding Order	-				
WARRANT OF ATTACHMENT see Bench Warrant	-				
WARRANT, BENCH- see Bench Warrant	-				
WRIT OF ATTACHMENT- see Attachment	-				
WRIT OF EXECUTION -Money Judgement - see type of levy	-				
WRIT OF POSSESSION - Personal Property - see Personal Property	-				
WRIT OF POSSESSION - Prejudgment - see Claim & Delivery	-				

Fee Title	Fee Amount				Government Code Justification
WRIT OF POSSESSION - Real Property - see Eviction	-				
WRIT OF RESTITUTION- see Eviction	-				
WRIT OF SALE- see type of levy	-				
Photocopy of Reports					
Crime Reports					
Face Page Only:	$2.50				
Property List (insurance), 1-9 Pages:	$10.00				
Additional Pages Past 9, Per Page:	$0.50				
Coroner's Reports					
First 9 Pages of Deputy's Report:	$10.00				
Post Mortem & Toxicology Reports:	$15.00				
Additional Pages Past 9, Per Page:	$0.50				
All Other Photocopies					
Minimum Charge, 1-9 Pages:	$2.00				
Additional Pages Past 9, Per Page:	$0.25				
Photographs					
First Photo, 3 ½ x 5	$10.00				
Each Additional 3 ½ x 5 Photo	$1.00				
First Photo 8 x 10	$13.00				
Each Additional 8 x 10 Photo	$3.00				
Identification Card Photographs	$5.00				
Work Release Program Fees					
Sheriff's Parole Supervisory Fee, Per Month	$35.00				
Work Release Program					
Application Fee	$35.00				
Daily Rate	$10.00				
Transportation					
Land Improvement					
Tentative Map Fees					
Boundary Line Adjustment (for 2 parcels)	$661.00 each				Govt. Code 66451.2
For each additional parcel	$121.00				Govt. Code 66451.2
Boundary Line Adjustment - Modification of Conditions	$16.00 each				
Minor Subdivision	$1,613.00 each				
Minor Subdivision - Revised Tentative Map (Substantive Revision)	$274.00 each				Govt. Code 66451.2
Minor Subdivision - Modification Of Conditions	$259.00 each				
Parcel Subdivision	$1,806.00 each				
First 25 Lots	$39.00 per lot				
Next 26 to 50 Lots	$29.00 per lot				
Over 50 Lots	$19.00 per lot				
Parcel Subdivision - Revised Tentative Map	$387.00 each				
Parcel Subdivision - Modification Of Conditions	$242.00 each				Govt. Code 66000
Major Subdivision	$2,457.00 each				Govt. Code 66451.2
First 25 Lots	$48.00 per lot				Govt. Code 66451.2
Next 26 to 50 Lots	$32.00 per lot				
Over 50 Lots	$24.00 per lot				Govt. Code 66451.2
Major Subdivision- Revised Tentative Map	$404.00 each				
Major Subdivision- Modification of Conditions	$380.00 each				Govt. Code 66451.2
Resubdivision or Reversion to Acreage	$323.00 each				Govt. Code 66451.2
Resubdivision or Reversion to Acreage- Revised Tentative Map	$178.00 each				Govt. Code 66451.2
Resubdivision or Reversion to Acreage- Modification of Conditions	$129.00 each				
Brooktrails Boundary Line Adjustment	$226.00 each				Govt. Code 66451.2
Plus per Parcel Fee	$24.00 per lot				Govt. Code 66451.2
Other Planning Dept. Referral Fees (fee collected					
Use Permit/Coastal Development Permit/Development Review (Not Adjacent to Nor Taking Access from a County Road)	$62.00				Govt. Code 66000
Use Permit/Coastal Development Permit/Development Review (Adjacent to or Taking Access from a County Road)	$92.00				Govt. Code 66000
Minor Use Permit/Coastal Development Permit/Development Review (Adjacent to or Taking Access from a County Road)	$210.00				
Major Use Permit (Adjacent to or Taking Access from a County Road)	$544.00				
General Plan Amendment	$308.00				Govt. Code 66000
Rezone	$151.00				Govt. Code 66000
Variance	$92.00				
Conditional Certificate of Compliance	$296.00				Govt. Code 66000
Preapplication Conference Fee (per hour)(by Appointment)	$118.00				Govt. Code 66000
County Surveyor Checking Fees					
Research Assistant	$97.00 per hour				Govt. Code 54985 / Reso. No. 16-150
GIS Map	$97.00 per hour + printing fee				Govt. Code 54985 / Reso. No. 16-150
Record of Survey Map					
First Sheet	$1,450.00				
Each Additional Sheet	$193.00				
Record of Survey Map (Recheck)					
First Sheet	$580.00				
Each Additional Sheet	$97.00				
Parcel Map - Minor Subdivision					
First Sheet	$2,514.00				Govt. Code 66451.2
Each Additional Sheet	$387.00				Govt. Code 66451.2
Parcel Map - Minor Subdivision (Recheck)					
First Sheet	$435.00				
Each Additional Sheet	$145.00				
Parcel Map - Parcel Subdivision					

Fee Title	Fee Amount				Government Code Justification
First Sheet	$2,901.00				
Each Additional Sheet	$483.00				
Parcel Map - Parcel Subdivision (Recheck)					
First Sheet	$483.00				
Each Additional Sheet	$145.00				
Final Map - Major Subdivision					
First Sheet	$4,613.00				
Each Additional Sheet	$694.00				
Final Map - Major Subdivision (Recheck)					
First Sheet	$694.00				
Each Additional Sheet	$501.00				
Resubdivision or Reversion to Acreage					
First Sheet	$2,065.00				
Each Additional Sheet	$300.00				
Resubdivision or Reversion to Acreage (Recheck)					
First Sheet	$904.00				
Each Additional Sheet	$203.00				
Miscellaneous Legal Description Review - County Surveyor	$276.00				B&P Code 8726
Miscellaneous Map Review - County Surveyor	$421.00				B&P Code 8726
Unilateral Agreement Review	$518.00				Govt. Code 66451.2
Improvement Fees					
Basic Improvement Inspection (Minor Subdivisions, Use Permits, Coastal Development Permits, Development Reviews, Reversions to Acreage, and Conditional Certificates of Compliance; when improvements are required, and the "Improvement Plan" process is not specified)					
Each Inspection	$505.00				
Each Additional Inspection	$177.00				
Parcel Subdivision Improvement Inspection (When improvements are required, and the "Improvement Plan" process is not specified					
First Inspection - Each Inspection	$387.00				
Re-inspection (+$4 per lot)	$177.00				
Improvement Plan: Specification Checking & Construction Inspection (Major Subdivisions, Parcel Subdivisions, Minor Subdivisions, Use Permits, Coastal Development Permits, Development Reviews, Reversions to Acreage, and Conditional Certificates of Compliance; When improvements are required to be completed through the "Improvement Plan" process	$786.00				
Subdivision Improvement Agreement Processing Fee	$822.00				
Subdivision Improvement Agreement Amendment Processing Fee	$464.00				
Subdivision Monumentation Agreement Processing Fee	$634.00				
Subdivision Monumentation Agreement Amendment Processing Fee	$276.00				
Road and Transportation Fees					
County Highway Encroachment Permit Fees					
Residential Driveway Approach	$663.00				
Commercial Driveway or Private Road Approach	$777.00				
County Highway Encroachment Permit Fees - Field Entrance	$444.00				
Excavation Permit (50 feet or less)	$774.00				
Excavation Permit (more than 50 feet)	$1,001.00				
Add per foot over 100 feet	$1.00				
Minor Pavement Patch/Repair (Up to 50 square feet)	$270.00				SHC Section 1464
Major Pavement Patch/Repair (Over 50 square feet)	$600.00				SHC Section 1464
Additional Permit Inspection (More than 3) per hour rate	$108.00				SHC Section 1464
Minor Miscellaneous Permit	$404.00				SHC Section 1464
Miscellaneous Permit	$545.00				
Annual Permit (Utilities and Special Districts)	$1,003.00				
County Highway Encroachment Permit Fees - Small Cellular Tower, existing pole, each, initial installation	$484.00				
County Highway Encroachment Permit Fees - Small Cellular Tower, new pole, each, initial installation	$635.00				
County Highway Encroachment Permit Fees - Small Cellular Tower, Annual	$427.00				
Permit Time Extension	$156.00				
Transportation Permit Fees					
Standard Permit	$122.00				
Annual/Repetitive Permit	$243.00				
Road Closure Requests					
Standard Road Closure Request Fee (One-time, first-time, or recurring events, which differ substantially from previously occurring event)	$790.00				
Recurring Road Closure Request Fee (Recurring events substantially the same nature as previous event)	$329.00				
Road Name Change Petition Fee					
Up to 10 properties	$2,794.00				
Per 10 additional properties	$177.50				
Per 1 additional hour of travel	$97.00				
Per each additional sign	$146.00				
Road Vacation Petition Fee					
Up to 10 properties	$2,803.00				
Summary Vacation	$2,423.00				
Per 10 additional properties	$195.00				

County of Mendocino Master Fee Schedule					DRAFT
Fee Title	Fee Amount				Government Code Justification
Per 1 additional hour of travel	$97.00				
Per each additional sign	$146.00				
Airport Use Fees					
Little River Airport					
Tie-down, Under 12,500 lbs, Single Engine, per Night	$8.00				
Tie-down, Under 12,500 lbs, Single Engine, per Month	$120.00				
Tie-down, Under 12,500 lbs, multi-engine/jet, per Night	$15.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Under 12,500 lbs, Multi-engine/jet, per Month	$225.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Over 12,500 lbs, Single Engine, per Night	$20.00				
Tie-down, Over 12,500 lbs, Single Engine, per Month	$300.00				
Tie-down, Over 12,500 lbs, multi-engine/jet, per Night	$30.00				
Tie-down, Over 12,500 lbs, Multi-engine/jet, per Month	$450.00				
Private Portable Hangar, Single Engine, per Month	$110.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar, Light Twin, per Month	$115.00				
Private Portable Hangar, Heavy Twin, per Month	$130.00				
Hangar Rental, Metal, Single Engine, per Month	$220.00				MCC § 8.64, Reso. No. 11-074
Hangar Rental, Metal, Light Twin, per Month	$290.00				
Hangar Rental, Small Wooden, per Month	$220.00				MCC § 8.64, Reso. No. 11-074
Hangar Rental, Large Wooden, per Month	$290.00				MCC § 8.64, Reso. No. 11-074
Vehicle Parking, Automobile, per Month	$35.00				
Vehicle Parking, Automobile, per Year	$350.00				
Vehicle Parking, Recreational Vehicle, per Month	$50.00				
Vehicle Parking, Recreational Vehicle, per Year	$500.00				
Billboard Rental, Space, per Year	$40.00				
Landing Fee, Large Aircraft (from 12,000 lb. up to and including 20,000 lb. landing weight)	$100.00				MCC § 8.64, Reso. No. 14-144
Landing Fee, Large Aircraft (≥ 20,000 lbs. landing weight)	$150.00				MCC § 8.64, Reso. No. 14-144
Jet Parking, Per Night	$150.00				MCC § 8.64, Reso. No. 14-144
Transient Hangar Parking, per night	$20.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar Agreement Transfer Fee	$588.00				MCC § 8.64, Reso. No. 11-074
After Hours/Call-Out Fee	$125.00/hr				MCC § 8.64
Round Valley Airport Fees					
Hangar Rental, Metal, Single Engine, per Month	$110.00				MCC § 8.64, Reso. No. 16-150
Private Portable Hangar, Single Engine, per Month	$40.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar, Light Twin, per Month	$55.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar, Heavy Twin, per Month	$90.00				MCC § 8.64, Reso. No. 11-074
Private Portable Hangar Agreement Transfer Fee	$550.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Single Engine, per Night	$7.00				
Tie-down, Light Twin, per Night	$10.00				MCC § 8.64, Reso. No. 11-074
Tie-down, Heavy Twin, per Night	$15.00				MCC § 8.64, Reso. No. 11-074
Photocopy and Print Fees					
Photocopy (up to 8 1/2" x 14"), per page	$0.10				
Photocopy (11" x 17"), per page	$0.20				
Blue Print or Photocopy (up to 24" x 36"), per page	$3.50				Govt. Code 54985, Reso. No. 16-150
Reproducible Vellum Copy (up to 24" x 36"), per page	$4.50				Govt. Code 54985
Solid Waste					
Solid Waste Collection Franchise Fee	12% of Gross Adjusted Revenue (GAR)				MCC § 9A.20.040
Treasurer-Tax Collector					
Returned Check	$25.00				GC 6157
Payment Plan Processing Fee	$60.00				R&T 2922 (e)
Research Fee	$72.00				GC 54985
Cost Charge	$20.00				R&T 2621/2922 (e)
Outdoor Festival (per day)	$175.00				6.16.40
Business License	$40.00				6.04 ORD 4200
Cannabis Facilities Business License	$60.00				6.36 ORD 4394
Release of Lien Fee	$20.00				GC 6157
Water Agency					
See Planning & Building Services					
Cannabis Management Unit					
Cannabis Business Tax Appeal - Administrative Fee	$281.00				
Cannabis Business Tax Appeal - Hearing Fee	$7,705.00				
10A.17 - Initial Application Review, Inspection, & Issuance Fee. Plus, actual time and inspection fee as applicable and IRS Mileage Rate.	$5,248.00				10A.17
10A.17 5 Year License Renewal Fee - Application Review, Inspection, & Issuance Fee. Plus, actual time as applicable and IRS Mileage Rate.	$3,312.00				10A.17
10A.17 Modification Application Fee - Application Review & Issuance Fee. Plus, actual time and inspection fee as applicable.	$1,410.00				10A.17
10A17 Cannabis License Reassignment Fee - Application Review, and Issuance Fee. Plus actual time as applicable.	$398.00				10A.17
Cannabis Pre-Application Conference	$715.00				
Special Inspection Fee + IRS Mileage Rate	$1,142.00				
Special Inspection Fee - Vurtual	$222.00				
Program Hourly Fee	$224.00				
10.A17 Appeal of Application Denial - Department Review	$3,042.00				Ordinance 4514 Amending Chapter 10A.17, Reso No. 22- 243
10.A17 Appeal of Application Denial - Appeal Hearing	$7,705.00				Ordinance 4514 Amending Chapter 10A.17, Reso No. 22-243
Fallowing Fee	$385.00				
NAS Fee	$555.00				
Non-Cult Fee	$555.00				
Compliance Inspection Fee	$443.00				

Ukiah Daily Journal
415 Talmage Road Suite A
Ukiah, CA. 95482
legals@ukiahdj.com

MENDOCINO COUNTY EXECUTIVE OFFICE
501 LOW GAP RD
UKIAH, CA 95482

Account Number: 3513872

Ad Order Number: 0006916444

Customer's Reference / PO Number: Notice of Public Hearing (UDJ)

Publication: Ukiah Daily Journal

Publication Dates: 09/07/2025, 09/14/2025

Amount: $231.58

Payment Amount: $231.58 *Payment Method:* Credit Card

Invoice Text: **Notice of Public Hearing**

NOTICE IS HEREBY GIVEN that the Mendocino County Board of Supervisors will conduct a public hearing on Tuesday, September 23, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard, to consider adoption of proposed fee modifications to the 2025 Master Fee Schedule for various County departments, based upon the cost of providing specific County services. This meeting will be held both in the Board of Supervisors Chambers, 501 Low Gap Road, Room 1070, Ukiah, California, and virtually attendance will be available via Zoom (pursuant to Government Code section 54953(e)(1)(A)).

Pursuant to Title 14, Section 15273(a)(1) of the California Code of Regulations, said fees are exempt from the California Environmental Quality Act (CEQA).

Meetings are live streamed and available for viewing online on the Mendocino County YouTube page, at https://www.youtube.com/MendocinoCountyVideo, or by toll-free, telephonic live stream at 888-544-8306.

In lieu of personal attendance, the public may participate digitally in any of the following ways: via written comment to bos@mendocinocounty.gov, through our online eComment platform at https://mendocino.legistar.com/Calendar.aspx, through voicemail messaging by calling 707-234-6333, or by telephone via telecomment. Information regarding telecomment participation can be found at:

https://www.mendocinocounty.gov/government/board-of-supervisors/agendas-and-minutes.

A copy of the proposed fee modifications will be available for review on September 7, 2025 in the County Executive Office, 501 Low Gap Road, Room 1010, Ukiah, CA. For further information, call (707) 463-4441.

s/DARCIE ANTLE
CLERK OF THE BOARD
9/7,9/14/2025

Ukiah Daily Journal
415 Talmage Road Suite A
Ukiah, CA. 95482
legals@ukiahdj.com

3513872

MENDOCINO COUNTY EXECUTIVE OFFICE
501 LOW GAP RD
UKIAH, CA 95482

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

09/07/2025, 09/14/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,
September 16th, 2025

Audrey Taylor, LEGAL CLERK

Legal No. **0006916444**

Notice of Public Hearing

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s/DARCIE ANTLE
CLERK OF THE BOARD
9/7,9/14/2025

The Willits News
415 Talmage Road Suite A
Ukiah, CA. 95482
legals@willitsnews.com

MENDOCINO COUNTY EXECUTIVE OFFICE
501 LOW GAP RD
UKIAH, CA 95482

Account Number: 3513872

Ad Order Number: 0006916456

Customer's Reference / PO Number: Notice of Public Hearing (TWN)

Publication: The Willits News

Publication Dates: 09/06/2025, 09/13/2025

Amount: $231.58

Payment Amount: $231.58 *Payment Method:* Credit Card

Invoice Text: **Notice of Public Hearing**

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s/DARCIE ANTLE
CLERK OF THE BOARD
9/6,9/13/2025

The Willits News
415 Talmage Road Suite A
Ukiah, CA. 95482
legals@willitsnews.com

3513872

MENDOCINO COUNTY EXECUTIVE OFFICE
501 LOW GAP RD
UKIAH, CA 95482

PROOF OF PUBLICATION

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Willits News, a newspaper of general circulation, printed and published Every Wednesday and Saturday in the City of Willits, California, County of Mendocino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, in the year 1903, Case Number 9150; that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

09/06/2025, 09/13/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Willits, California this 16th day of September, 2025.

Signature

Legal No. **0006916456**

Notice of Public Hearing

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s/DARCIE ANTLE
CLERK OF THE BOARD
9/6,9/13/2025

Karen Mattson
Museum Administrator
(707) 234-6367
Mattsonk@mendocinocounty.gov

CONTACT INFORMATION
400 East Commercial St.
Willits, California 95490
(707) 234-6365

COUNTY OF MENDOCINO
MUSEUM

MEMORANDUM

Date: September 8, 2025

To: Board of Supervisors

From: Karen Mattson, Mendocino County

Re: Specific Fee Reduction Recommendations

The proposed Tiered Guided Activity Fees as they are prior to reductions or waivers increased by significantly due to including the A87. The average cost per individual was $11.00 and with A87 the average cost per individual will be $25.50.

The Museum offers a dynamic K-5 School Tour Program that combines docent led tours with guided activities. Museum data indicates that there is a price value point to the experience we provide for students. In 22/23 at the average cost per student was $7.50 for a Tiered Guided Activity and visitation and revenue were at its highest. The introduction of increased Fees in 2023/2024 had a negative impact on school visitation which also reduced Museum staff's ability to train new volunteer docents, essential to keeping our staff time minimal.

The updated **Tier I Guided Activity** Fee is more than double our current **Tier II** ticket cost and exceeds the market value of educational field trip experiences at $19.00 per ticket. To remain a relevant and accessible learning destination for Mendocino County School students, it is recommended that the Board of Supervisors consider adopting a fee similar to other educational institutions in the County.

The recommendation is to reduce the **Tier I Guided Activity** fee that provides a tour and guided activity at **$6.00** per K-12 student and include FREE admission for up to 6 chaperones including a lead educator (per group of 30).
Potential Impact: Revenue loss per 233 students $3,029.00 (based on project fees)

Alternatively, the **Tier I Guided Activity fee** could be waived, providing free tour access for K-12 Students and up to 6 Chaperones including a lead educator (per group of 30).
Potential Impact: Revenue loss per 233 students $4,427.00 (based on project fees)

The Museum could request financial assistance from the Friends of the Museum to provide or reimburse any material or associated activity costs.

Educating and inspiring awareness of Mendocino County's peoples, communities and history is a significant aspect of our Museum Mission. By either reducing or waving the fee, we can continue to attract and connect our K-12 patrons with our collections.

In 2022/2023 FY our student attendance was 830 students and 120 school Chaperones.
Fees during this time were Tier I- $3.00 Tier II $6.00 and Tier III $9.00 Tier IV $12.00
Attendance: 830 Income generated **$4,896.00**

In 2023/2024 FY our student attendance was 493 students and 30 school Chaperones.
Fees during this time were Tier I- $3.00 Tier II $9.00 and Tier III $14.00 Tier IV 18.00
Attendance: 493 Income generated **$4,233.00**

In 2024/2025 FY our student attendance was 233 students and unquantified school Chaperones.
Fees during this time were Tier I- $3.00 Tier II $9.00 and Tier III $14.00 Tier IV $18.00
Attendance: 233 Income generated **$2,007.00**

It is also recommended that the Board Consider the following Fee Waivers for non-profit use in an effort to support community engagement and further access to collections.

Fee 24: Wonacott Room and Courtyard Day and Hourly Use Fee: The recommendation is to waive this FEE for non-profit organizations holding events that are free and open to the public (up to 12 times per year).

Fee 12: Image Use Fee for Non-profits: The recommendation is to waive this FEE for non-profit organizations.

Fee 14: Audio/Visual Use Fee for Non-profits: The recommendation is to waive this FEE for non-profit organizations.

COUNTY OF MENDOCINO
CANNABIS DEPARTMENT
860 NORTH BUSH STREET
UKIAH, CALIFORNIA ·95482

CONTACT INFORMATION
PHONE: 707-234-6680
mcdpod@mendocinocounty.gov
https://www.mendocinocounty.org/departments/cannabis-department

MEMORANDUM

DATE: September 23, 2025

TO: Executive Office

FROM: Steve Dunnicliff, Interim Cannabis Director

SUBJECT: Cannabis – September Fee Hearing

The proposed Mendocino Cannabis Department ("MCD") fee adjustments reflect an average increase of approximately 71%. While the overall staff time per task has decreased due to operational efficiencies and the implementation of improved software systems, the fee increases are primarily the result of incorporating indirect costs through the County's A-87 Cost Allocation Plan, supervision rate changes, and two impacts of salary increases since the last time Cannabis fees were discussed at the April 2024 fee hearing. Incorporating these costs ensures that departmental fees more accurately reflect the full cost of providing services, which were previously missed. By allocating a fair share of countywide administrative expenses (e.g., accounting, IT, legal support) and supervision rate changes, the Department ensures transparency in the fee structure and aligns with standard governmental accounting practices.

The fees for Cannabis Business Tax Appeal - Hearing Fee, Appeal of Application Denial - Hearing Fee, and the Annual Permit Renewal Fee all include an OVERRIDE fee. The hearing fees include an override to account for County Counsel time and the invoice for the outside hearing officer.

With license renewals covering a period of 5 years, it is policy to conduct inspections on an additional 10% of randomly selected fallowed sites, 5% of randomly selected active program sites, and an estimated six (6) referrals from partner agencies annually. In total, these efforts result in an additional 41 site inspections per year. In accordance with Mendocino County Code Chapter 10A.17.070(Y), the Department has deemed these inspections necessary. As such, a 'Compliance Inspection Fee' of $443.00 will be added to the Cannabis Cultivation Business License ("CCBL") renewal fee. This fee represents a 13% increase to the total renewal cost, which is invoiced once every five years by the Department to CCBL holders. This fee reflects the Department's ongoing commitment to fair, consistent enforcement and responsible program administration.

COUNTY OF MENDOCINO
Executive Office

DARCIE ANTLE
CHIEF EXECUTIVE OFFICER
CLERK OF THE BOARD

501 Low Gap Road, Room 1010
Ukiah, CA 95482-3734

Email: ceo@mendocinocounty.gov
Website: www.mendocinocounty.gov

Office: (707) 463-4441
Facsimile: (707) 463-5649

MEMORANDUM

Date: September 23, 2025

To: Honorable Board of Supervisors

From: Darcie Antle, Chief Executive Officer

Subject: September 23, 2025 Fee Hearing

BACKGROUND

Pursuant to County Policy No. 47, Master Fee Schedule Policy, on a date approved by the Chief Executive Officer, or designee, for a request for fee modification outside the normal fee hearing process, the Board conducts a Public Hearing and acts upon all fee requests submitted by the department. The Department Head, or a Representative must be present for the Public Hearing.

Upon adoption by the Board of Supervisors of the resolution of the Master Fee Schedule, (Exhibit X), or amendment to the resolution of the Master Fee Schedule, the Executive Office shall post the original Master Fee Schedule, (Exhibit X), or amendments to the Master Fee Schedule, (Exhibit X), on the County's website. The Executive Office shall update the Master Fee Schedule with the last revised or adopted date and Resolution number for fees that have been adopted, modified, or changed on an annual, or no more than semi-annual basis.

The proposed fee changes reflect the ongoing efforts of departments and offices to recover costs as authorized by law, and ensure fees are based on time studies, per Board direction. Proposed fee changes as presented in the proposed fee change memo, without reductions or waivers, represent $14 thousand in projected revenues for Museum, $140 thousand in projected revenues for Fleet and Facilities, and $275 thousand in projected revenues for Cannabis Management. Should the Board of Supervisors choose to modify or waive fees as presented, projected revenues shall vary.

Fees that are being reviewed for adoption and/or revision can be found on the September 2025 Proposed Fee Change Memo.

Proposed Fee Changes-September 23, 2025

Fee Increase
Fee Reduction
Delete, New Fee, New Fee Structure, or Name Change
Previous Board Direction to Reduce

Agriculture

Agriculture has reviewed all processes and proposes these fee removals.

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Site visit/Consultation	$ 119.00	Delete		
Small animal trap placement & service (Up to 30 days per property for Raccoon, Skunk, Bobcat, Fox, Opossum, Coyote, other)	$ 119.00	Delete		
Large animal trap placement & service (Up to 20 days per property for Bear, Lion, Feral Hog, other)	$ 144.00	Delete		
Ranch service agreement - 1 year	$ 983.00	Delete		
Ranch service agreement - 1 month	$ 119.00	Delete		

Museum

Museum has reviewed all processes and proposes these fees based on actual time study documentation and Board of Supervisors direction.

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Photocopies				
Photocopies from published printed works				
8.5"X11"	$.10 per page	Delete		Already in fee schedule under Countywide section
8.5"X14"	$.25 per page	Delete		
11"X17"	$.50 per page	Delete		
Photocopies from material in manuscript				
Copy Labor Fee, additional County Copy fees will apply	$ -	$2.00 per page		New fee structure and updated description from: 8.5"X11"
8.5"X14"	$ 0.75	Delete		
11"X17"	$ 1.00	Delete		
Digital Reproduction Fees				
Image Reproduction file (copy) up to 600 DPI	$ 21.00	$ 55.00	161.9%	
Digital Video/Audio file (copy) up to 60 Minutes	$ 27.00	$ 66.00	144.4%	
Flash drive for digital files	$ 12.00	$ 12.00	0.0%	
Oversize digital reproduction larger than 8x11	$ -	$ 66.00		New Fee
Image Reproduction Fee	$ -	$ 22.00		New Fee
Access and Use Fees				
Microfilm/Microfiche Access - Each	$ 8.00	$ 22.00	175.0%	
Image Use Fee	$ 20.00	$ 20.00	0.0%	
Image Use Fee to Non-Profit	$ -	$ 20.00		Consider waiving fee
Audio/Visual Use Fee - up to 60 Minutes Each	$ 50.00	$ 20.00	-60.0%	
Audio/Visual Use Fee - up to 60 Minutes Each to Non-Profit	$ -	$ 20.00		Consider waiving fee
Research Fees				
Research Fee - 1st Hour Free, Then for Each 30 Minutes up to 8 Hours/Project	$ 53.00	$ 109.00	105.7%	

Proposed Fee Changes-September 23, 2025

Fee Increase
Fee Reduction
Delete, New Fee, New Fee Structure, or Name Change
Previous Board Direction to Reduce

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Microfilm/Microfiche - Staff Search for Each	$ 28.00	$ 55.00	96.4%	
Shipping and Handling Fees				
Handling Fee. Additional shipping costs will also apply	$23.00 Handling Fee	$ 34.00	47.8%	Updated description from: Shipping and Handling
Museum Guided Programs				
Tier I K-12 Student Field Trip Tour Fee	$ 3.00	$ 19.00	533.3%	Updated description from: Tier I Guided Activity Ticket Price - Consider waiving
Tier II Guided Activity Ticket Price, plus actual cost of materials or guest instructor fee	$ 9.00	$ 25.00	177.8%	Updated description from: Tier II Guided Activity Ticket Price
Tier III Guided Activity Ticket Price, plus actual cost of materials or guest instructor fee	$ 14.00	$ 27.00	92.9%	Updated description from: Tier III Guided Activity Ticket Price
Tier IV Guided Activity Ticket Price, plus actual cost of materials or guest instructor fee	$ 18.00	$ 30.00	66.7%	Updated description from: Tier IV Guided Activity Ticket Price
Museum Space Use				
Wonacott Classroom - private or commercial Day Use Fee	$ 191.00	$ 201.00	5.2%	
Wonacott Courtyard or Classroom - private or commercial Hourly Use Fee	$ 63.00	$ 69.00	9.5%	
Museum Classroom & Courtyard Use by Museum, sponsored groups, non-profits, free & open to public meetings	$ -	$ 69.00		Consider waiving fee
Museum Freezer for Artifacts- 10 Day Session	$ 53.00	$ 109.00	105.7%	
Wonacott Room Weekly Rate	$ -	$ 706.00		New Fee
Cleaning Deposit for Wonacott Room Use (Refundable)	$ -	$ 50.00		New Fee
Key Replacement Fee (Refundable)	$ -	$ 25.00		New Fee

Executive Office - Facilities

Facilities has reviewed all processes and proposes these fees based on actual time study documentation and Board of Supervisors direction.

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Veterans Hall Rental Fees				
Public Use (Public or Private Functions)	$ 500.00	$ 268.00	-46.4%	
Congressional Chartered Groups and Auxiliaries	$ -	$ 268.00		Consider reducing based on current adopted Veterans Rules and Regulations
Historically Sponsored Groups	$ -	$ 268.00		Consider reducing based on current adopted Veterans Rules and Regulations
All County Departments and Agencies for Official Functions	$ -	$ 268.00		Consider reducing based on current adopted Veterans Rules and Regulations
Non-Profit Veterans related groups	$ 90.00	$ 268.00	197.8%	Consider reducing based on current adopted Veterans Rules and Regulations
Recognized Employee Groups	$ 90.00	$ 268.00	197.8%	Consider reducing based on current adopted Veterans Rules and Regulations
Other Non-Profit Organizations and Governmental Agencies (Including but not Limited to; Schools, City, State, and Federal Agencies)	$ 350.00	$ 268.00	-23.4%	
Refundable Veterans Hall Cleaning/Damage Deposit	$ 500.00	$ 500.00	0.0%	Updated description from: Cleaning Deposit (Refundable)
Key Rental Fee ($25 Refundable Key Rental Fee)	$ 25.00	$ 50.00	100.0%	Updated description from: Key Deposit (Refundable)

Proposed Fee Changes-September 23, 2025

Fee Increase
Fee Reduction
Delete, New Fee, New Fee Structure, or Name Change
Previous Board Direction to Reduce

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Parks and Recreation				
Low Gap Park - Group Picnic Area Day Use Fee	$ 145.00	Delete		
Mill Creek Park - Group Area Day Use Fee	$ 145.00	Delete		
Bower Park - Group Picnic Area Day Use Fee	$ 145.00	Delete		
Indian Creek Day Use Parking	$ 5.00	$ 5.00	0.0%	
Indian Creek Park Camp (per night, per vehicle)	$ 35.00	$ 35.00	0.0%	
Redwood Valley Lion's Park - Group Picnic Area Day Use Fee	$ 145.00	Delete		
Redwood Valley Lion's Park - Electrical Power Box Rental Fee ($25 Refundable Key Rental Fee)	$ 100.00	$ 50.00	-50.0%	Updated description from: Redwood Valley Lion's Park - Electrical Power Box Rental Fee
Redwood Valley Lion's Club Park - Annual Property Use Fee	$ 180.00	Delete		
Refundable Park Cleaning/Damage Deposit	$ 50.00	$ 250.00	400.0%	New fee structure and updated description from: Refundable Park Cleaning Deposit - Less than 50 People
Refundable Park Cleaning Deposit - More than 50-100 People	$ 100.00	Delete		
Large Gathering/Special Event Permit	$ 250.00	Delete		
Large Gathering/Special Event Cleaning/Damage Refundable Deposit	$ 150.00	Delete		
Redwood Valley Lion's Park - Refundable Dumpster Use and Key Access Fee $25.00 ($25 Refundable Key Rental Fee)	$ 50.00	$ 50.00	0.0%	
Low Gap Park/Mill Creek Park - Vehicle Access Key Rental Fee (48-hour rental, $25 Refundable Key Rental)	$ 25.00	$ 50.00	100.0%	Updated description from: Low Gap Park/Mill Creek Park - Vehicle Access Key Rental Fee (48-hour rental/Refundable)
Low Gap/Mill Creek Park - Vehicle Access Key Late Return Fee *Note: Fee is per day, up to a maximum 5 days	$ 15.00	$ 25.00	66.7%	
Park Day Use Rescheduling Fee	$ 25.00	$ 25.00	0.0%	
Park Day Use Cancellation Fee * Note: Partial refunds given at least 30 days prior to scheduled reservation date	$ 25.00	$ 25.00	0.0%	
Parks Day Use Rental: 1-50 people	$ -	$ 150.00		New fee
Parks Day Use Rental: 51-100 people	$ -	$ 250.00		New fee
Parks Day Use Rental: 101+ people	$ -	$ 350.00		New fee

Executive Office - Information Services

Information Services has reviewed all processes and proposes these fee removals.

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Provision of GIS Data - Vector Data	$ 47.00	Delete		
GIS Services to Outside Agencies - Information Services	Cost of Labor	Delete		

Proposed Fee Changes-September 23, 2025

Fee Increase
Fee Reduction
Delete, New Fee, New Fee Structure, or Name Change
Previous Board Direction to Reduce

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Environmental Health				
Environmental Health is requesting deletion of a few fees and update descriptions on fees.				

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Food Establishment Fees				
Temporary Hazardous Food Booth	$ 76.00	$ 76.00	0.0%	Updated description from: Temporary Food Facility: Temporary Hazardous Food Booth (submitted 5 or more days prior to the event)
Late Temporary Hazardous Food Booth	$ 80.00	$ 80.00	0.0%	Updated description from: Temporary Food Facility: Temporary Hazardous Food Booth (submitted less than 5 days before the event)
Temporary Hazardous Food Booth: Three or More Events per Year	$ 101.00	$ 101.00	0.0%	Updated description from: Temporary Food Facility: Hazardous Food Booth: Three or more events per year
Pre-Packaged Temporary Non-Hazardous Food Booth	$ 73.00	$ 73.00	0.0%	Updated description from: Temporary Non-Hazardous Food Facility: Prepackaged Only
Pre-Packaged Temporary Non-Hazardous Food Booth: Three or More Events per Year	$ 77.00	$ 77.00	0.0%	Updated description from: Temporary Non-Hazardous Food Booth: Three or more events per year Prepackaged Only
Temporary Non-Hazardous Food Booth	$ 76.00	$ 76.00	0.0%	Updated description from: Temporary Non-Hazardous Food Booth: (submitted at least 5 days prior to the event)
Late Temporary Non-Hazardous Food Booth	$ 80.00	$ 80.00	0.0%	Update description from: Temporary Non-Hazardous Food Booth (submitted less than 5 days before the event)
Temporary Non-Hazardous Food Booth: Three or more events per year	$ 101.00	$ 101.00	0.0%	Updated description from: Temporary Non-Hazardous Food Facility: Three or more events per year
Bakery with Units (Deli / Restaurant / etc.)	$ 1,019.00	Delete		
Large Retail Market (>10,000 Square Feet)	$ 1,022.00	$ 1,022.00	0.0%	Updated description from: Large Retail Market (over 10,000 square feet)
Large Retail Market (>10,000 square feet) with units	$ 1,813.00	$ 1,813.00	0.0%	Updated description from: Large Retail Market (over 10,000 square feet) with units
Medium Retail Market (>2,000 square feet but <10,000 square feet)	$ 732.00	$ 732.00	0.0%	Updated description from: Medium Retail Market (over 2,000 square feet but under 10,000 square feet)
Medium Retail Market (>2,000 square feet but <10,000 square feet) with units	$ 758.00	$ 758.00	0.0%	Updated description from: Medium Retail Market (over 2,000 square feet but under 10,000 square feet) with units
Small Retail Market (<2,000 square feet including units)	$ 705.00	$ 705.00	0.0%	Updated description from: Small Retail Market (under 2,000 square feet including units)
Mobile Food Facility (Vehicles)	$ 696.00	Delete		
Mobile food facility - Category A (Pre-packaged Only)	$ 389.00	$ 389.00	0.0%	Updated description from: Mobile food facility - Category A (Prepackaged Only)

Proposed Fee Changes-September 23, 2025

Fee Increase
Fee Reduction
Delete, New Fee, New Fee Structure, or Name Change
Previous Board Direction to Reduce

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Solid Waste Fees				
Applications				
Annual Inspection Fees, Full Solid Waste Facility Permit: Large Volume Transfer Station	$ 8,871.00	$ 8,871.00	0.0%	Updated description from: Annual Inspection Fees, Full Solid Waste Facility Permit: Wood waste Disposal Site
Annual Inspection Fees, Full Solid Waste Facility Permit: Material Recovery Facility	$ 5,150.00	$ 5,150.00	0.0%	Updated description from: Annual Inspection Fees, Full Solid Waste Facility Permit: Large Volume Transfer Station or Material Recovery Facility
Enforcement Agency Notification: Small/Limited Volume Transfer Station	$ 2,575.00	$ 2,575.00	0.0%	Updated description from: Enforcement Agency Notification: Small Volume Transfer Station
Enforcement Agency Notification: Inactive Municipal Solid Waste Landfill	$ 8,023.00	$ 8,023.00	0.0%	Updated description from: Sealed Container Transfer Station
Closed, Abandoned, Unpermitted, or Pre-regulation (Wood Waste, Burn Dump, Soil Amendment)	$ 783.00	$ 783.00	0.0%	Updated description from: Registration Permit: Closed, Abandoned, Unpermitted, or Exempt Site - Annual Inspections
Closed, Permitted Solid Waste Disposal Site or Wood Waste Disposal Site	$ 2,565.00	$ 2,565.00	0.0%	Updated description from: Registration Permit: Closed, Abandoned, Unpermitted, or Exempt Site - Quarterly Inspections
Closed Municipal Solid Waste Landfill	$ 2,169.00	$ 2,169.00	0.0%	Updated description from: Registration Permit: Closed Municipal Solid Waste Landfill with Gas Monitoring
Consumer Protection				
Transfer of Ownership / Registration	$ 110.00	Delete		
Domestic Water Fees				
Water Sample-collection and bacteriological testing	$ 265.00	$ 265.00	0.0%	Updated description from: Water Sample-collection and bacteriological testing (9.16.010 MCC)
Water Well Permits	$ 857.00	$ 857.00	0.0%	Updated description from: Water Well Permits (9.16.010 MCC)
Liquid Waste Fees				
Septic Pumper Initial Application	$ 653.00	$ 50.00		Administrative error correction from prior fee hearing
Septic Tank Pumpers, per year (9.23.070 MCC)	$ 50.00	$ 653.00		Administrative Error correction from prior fee hearing
Hazardous Materials Fees				
Underground Storage Tanks: Construction Permit Fees: New Installation: Each Additional Tank, Same Site	$ 979.00	$ 979.00	0.0%	Updated description from: Underground Storage Tanks: Construction Permit Fees: New Construction: Each Additional Tank, Same Site
Construction Permit Fees: Monitoring Well Destruction - Each additional well, same site and inspection	$ 89.00	$ 89.00	0.0%	Updated description from: Construction Permit Fees: Monitoring Well Destruction - Each additional well/same site and inspection
Construction Permit Fees: Soil Borings - Each additional boring, same site and inspection	$ 50.00	$ 50.00	0.0%	Construction Permit Fees: Borings: Borings - Each additional boring/same site and inspection

Proposed Fee Changes-September 23, 2025

Fee Increase
Fee Reduction
Delete, New Fee, New Fee Structure, or Name Change
Previous Board Direction to Reduce

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Cannabis Management Unit				
Cannabis has reviewed all processes and proposes these fees based on actual time study documentation and Board of Supervisors direction.				

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Cannabis Administrative Permit	$ 1,548.08	Delete		
Cannabis Minor Use Permit	$ 2,681.06	Delete		
Cannabis Minor Use Renewal/Modification	$ 2,390.76	Delete		
Cannabis Major Use Permit	$ 4,974.86	Delete		
Cannabis Major Use Renewal/Modification	$ 4,035.83	Delete		
Cannabis Variance	$ 2,251.59	Delete		
Cannabis Business Tax Appeal - Administrative Fee	$ 182.00	$ 281.00	54.4%	
Cannabis Business Tax Appeal - Hearing Fee	$ 5,959.00	$ 7,705.00	29.3%	
10A.17 - Initial Application Review, Inspection, & Issuance Fee. Plus, actual time and inspection fee as applicable and IRS Mileage Rate.	$ 2,984.00	$ 5,248.00	75.9%	
10A.17 5 Year License Renewal Fee - Application Review, Inspection, & Issuance Fee. Plus, actual time as applicable and IRS Mileage Rate.	$ 1,658.00	$ 3,312.00	99.8%	Updated description from: 10A.17 Annual Permit Renewal Fee - Application Review, Inspection, & Issuance Fee. Plus, actual time as applicable and IRS Mileage Rate.
10A.17 Modification Application Fee - Application Review & Issuance Fee. Plus, actual time and inspection fee as applicable.	$ 806.00	$ 1,410.00	74.9%	
10A17 Cannabis License Reassignment Fee - Application Review, and Issuance Fee. Plus actual time as applicable.	$ 318.00	$ 398.00	25.2%	Updated description from: 10A17 Cannabis Permit Transfer Fee - Application Review and Issuance Fee. Plus actual time as applicable.
Cannabis Pre-Application Conference	$ 372.00	$ 715.00	92.2%	
Special Inspection Fee + IRS Mileage Rate	$ 740.00	$ 1,142.00	54.3%	
Special Inspection Fee - Virtual	$ 111.00	$ 222.00	100.0%	
Program Hourly Fee	$ 90.00	$ 224.00	148.9%	
10.A17 Appeal of Application Denial - Department Review	$ 1,815.00	$ 3,042.00	67.6%	
10.A17 Appeal of Application Denial - Appeal Hearing	$ 5,961.00	$ 7,705.00	29.3%	
Fallowing Fee	$ 215.00	$ 385.00	79.1%	
NAS Fee	$ 55.00	$ 555.00	909.1%	
Non-Cult Fee	$ 55.00	$ 555.00	909.1%	
Compliance Inspection Fee	$ -	$ 443.00		New Fee

Proposed Fee Changes-September 23, 2025

Fee Increase
Fee Reduction
Delete, New Fee, New Fee Structure, or Name Change
Previous Board Direction to Reduce

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Planning and Building Services				

Planning and Building Services is requesting update descriptions on fees below.

Fee Description	Current Fee	Proposed Fee (With Supervision Rate)	Percent Change	Comments
Building Permit Fees				
Fee based on job cost valuation. Job cost valuation calculated based on table values in the next section titled "Building Valuation" multiplied by square footage. This may be used in addition to or in place of applicant submitted valuation.	N/A	N/A		Administrative error correction from prior fee hearing. Updated description from: Total Valuation (Occupancy Type Valuation X Total Sq. Ft. Valuation). Add Government Code Section reference 66014(a), California Building Code Section 109
Grading of 50 cubic yards (38.2 m3) or less. Does not apply when grading is in combination with other development or when the grading ordinance requires a permit for the activity	No Fee	No Fee		Administrative error correction from prior fee hearing. Updated description from: 50 cubic yards (38.2 m3) or less

COUNTY OF MENDOCINO
Executive Office

DARCIE ANTLE
CHIEF EXECUTIVE OFFICER
CLERK OF THE BOARD

501 Low Gap Road, Room 1010
Ukiah, CA 95482-3734

Email: ceo@mendocinocounty.gov
Website: www.mendocinocounty.gov

Office: (707) 463-4441
Facsimile: (707) 463-5649

MEMORANDUM

Date: September 23, 2025

To: Honorable Board of Supervisors

From: Jeff Determan, Fleet and Facilities Maintenance Superintendant

Subject: September 23, 2025 Fee Hearing

Background: The Facilities and Fleet Division is submitting an update to the fees associated with the rental of the County Parks and Veterans Halls by various activities. The County currently has three rural parks and one campground as well as five Veterans Halls that are available to rent by both the public and Government associated groups. We currently have an assortment of fees associated with the use of the facilities to include party size-based occupancy fees, cleaning deposits, key rentals for electrical boxes and dumpsters, and vehicle access.

Proposal: The proposed fee schedule from the Mendocino County Facilities Division reflects the currently adjusted fees based on the number of reservations that have been seen over the last two years, as well as the calculation of documented time and expenses necessary to maintain the parks and Veterans Hall's by locations divided by the estimated number of rentals per year. Due to the historically low volume of reservations for certain sites, specifically Bower Park, Mill Creek Park, and Low Gap Park, compared to the relatively high cost to maintain these sites on a weekly basis, the calculated fee necessary to recover costs has become extraordinarily high. Additionally, due to the skewed number of rentals for each of the Veterans Hall by location, the total cost of maintaining the Veteran's Halls was calculated and divided by the total number of rentals for all halls to give us the proposed rate.

Parks: Based on the exceptionally high level that the Parks would necessitate to ensure estimated cost recovery occurs at the projected minimal use of these services, Facilities Division staff are recommending that the day use rental fees for all County Parks be set to a standard rate structure based on group size where 1-50 people pay $150, 51-100 people pay $250, and 101+ pay $350. Facilities is also recommending deleting the large gathering / special event permit and the current tiered cleaning deposit for the parks and go to a standard $250 cleaning deposit for all park rentals. We believe that the extremely high calculated costs of these services displayed in the Fee Worksheet will discourage the public's use of this process and will not assist significantly in the recovery of the necessary costs for the maintenance of these sites.

Veterans Halls: Based on the Boards previously adopted Veterans Rules and Regulations Facilities Division staff are recommending that the Congressionally chartered groups and their auxiliaries, historically sponsored groups, and all County departments and agencies for the official functions be waived and the following fees be utilized to maintain in line with the currently adopted Rules and Regulations. Non-profit veteran's groups, and recognized employee groups - $90 per day. Other non-profit organizations and governmental agencies - $350 per day. Public use - $500 per day.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4e)

To: BOARD OF SUPERVISORS

From: Planning and Building Services

Meeting Date: September 23, 2025

Department Contact:	Shelby Miller	**Phone:**	707-234-6650
Department Contact:	Julia Krog	**Phone:**	707-234-6650

Item Type: Regular Agenda **Time Allocated for Item**: 30 Minutes

Agenda Title:
Noticed Public Hearing - Discussion and Possible Action Including Adoption of an Ordinance Rezoning 25 Assessor's Parcel Numbers (APNs) in the Rock Tree Neighborhood in the Willits Area to Add a Commercial Cannabis Prohibition (CP) Combining District to the Current Zoning Designations of Rangeland (RL) and Timberland Production Zoning (TPZ) (R_2024-0001)
(Sponsor: Planning and Building Services)

Recommended Action/Motion:
Adopt Ordinance rezoning 25 Assessor's Parcel Numbers (APNs) in the Rock Tree Neighborhood in the Willits Area to add a Commercial Cannabis Prohibition (CP) combining District to the current zoning designations of Rangeland (RL) and Timberland Production Zoning (TPZ) (R_2024-0001); and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On December 18, 2018, the Board of Supervisors adopted Ordinance 4420 which amended Chapter 10A.17 and Chapter 20.242 of the Mendocino County Code and added Chapters 20.118 and 20.119 allowing for the creation of Cannabis Accommodation (CA) and Cannabis Prohibition (CP) Combining Districts. The provisions for Section 20.118's CA districts have now sunset, but 20.119 remains active.

On September 26, 2023, the Board of Supervisors heard and denied Rezone R_2021-0003, which proposed to establish a CP combining district over largely the same parcels included in the current application.

Summary of Request:
The request is a rezone to establish a Commercial Cannabis Prohibition (CP) Combining district ("district") in the Willits area over parcels currently zoned Rangeland (RL) and Timberland Production Zoning (TPZ). The proposed district is located 3.5± miles northeast of Willits City center at the intersection of Hearst Willits Road (CR 306) and String Creek Road (private), and 1± mile west of the intersection of Hearst Willits Road (CR 306) and Tomki Road (CR 237D) and as originally proposed contained 25 Assessor's Parcel Numbers (APNs) comprising of 19 legal parcels totaling 892.3± acres. With the exception of APN: 037-310-54, all parcels have the General Plan land use classification of Range Lands (RL) and are zoned within the Rangeland (RL) district. The remaining parcel (APN: 037-310-54) is designated within the Forest Land (FL) classification and within the Timber Production Zoning (TPZ) District. Adoption of the district would immediately prohibit future applications for commercial cannabis operations within its boundaries and give any existing permitted commercial cannabis sites and facilities currently located within the proposed district three (3) years to cease

operation. If adopted, the CP district would not be eligible for repeal by any member of the public for a period of ten (10) years.

The Planning Commission held a noticed public hearing regarding the Rezone request at its February 20, 2025 meeting and voted to recommend the Board of Supervisors approve Rezone application R_2024-0001 to create a CP Combining District over 19 legal parcels, as shown in Exhibit “A” and Exhibit "B” to the Ordinance.

See attached draft Ordinance, Staff Memo, Planning Commission Staff Report, public comment letters, and February 20, 2025 Planning Commission Minutes.

Alternative Action/Motion:
Deny the proposed CP District or provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: District 4

Vote Requirement: Majority

Supplemental Information Available Online At:
https://www.mendocinocounty.gov/departments/planning-building-services/public-noticing

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

ORDINANCE NO._____

AN ORDINANCE CHANGING THE ZONING OF REAL PROPERTY WITHIN MENDOCINO COUNTY

The Board of Supervisors of the County of Mendocino, State of California, ordains as follows:

Section 1. Findings. Based on the information provided in the memorandum accompanying this ordinance and evidence in the record, the Board of Supervisors makes the following findings:

(a) CEQA. The Project is Exempt from review under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.;* "CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

(b) General Plan Consistency. The proposed Cannabis Prohibition District is appropriate for the affected parcels and is consistent with the intentions of the Rangeland and Forestland General Plan land use classifications. Prohibiting certain cannabis cultivation and facilities uses from parcels within these classifications may have the effect of assisting with the management and preservation of these resource lands. The CP Combining District is intended to allow the County to designate specific areas where commercial cannabis operations are prohibited. As provided by community petition, this Project seeks to prohibit commercial cannabis activities on the subject parcels. The Mendocino County General Plan emphasizes the role of the community – local residents, organizations and others, as well as the importance of self-determination in shaping communities' future through public planning processes, and the adoption of CP districts is consistent with these planning principles.

(c) Zoning Code Consistency. The proposed Project is situated within the Rangeland and Timberland Production Zoning Districts. The CP Combining District is intended to allow the County to designate specific areas where commercial cannabis operations are prohibited. Sixty-seven percent of landowners of the Rock Tree Valley neighborhood have signed a petition to demonstrate support for the proposed CP Combining district. The proposed CP Combining District would be applied to an area where a majority of the parcels allow residential use by right. The proposed CP Combining District would comprise of nineteen contiguous legal parcels.

(d) Cannabis Prohibition (CP) Combining District Consistency.

(1) Per Mendocino County Code Section 20.119.020(A), all of the parcels subject to the CP Combining District allow residential uses by right. The parcels within the district are currently zoned either Rangelands (RL) or Timberland Production Zoning (TPZ), which both allow residential uses by right.

(2) Per MCC Section 20.119.020(B), the district is composed of no fewer than ten (10) legally created parcels, as the proposed district contains 19 legal parcels.

(3) Per MCC Section 20.119.030(B)(1), the applicants were able to demonstrate the support of more than sixty percent (60%) of the affected parcels at the time of application via individual, signed petitions from property owners.

Section 2. Rezone. Pursuant to Division I of Title 20, Chapter 20.212 of the Mendocino County Code, the zoning of the following real property within Mendocino County is hereby changed as follows:

The zoning of the APNs within the district boundary are hereby changed from Rangeland (RL) to Rangeland, Cannabis Prohibition (RL:CP), and from Timberland Production Zoning (TPZ) to Timberland Production Zoning, Cannabis Prohibition (TPZ:CP), as shown on the map attached as Exhibit A. Exhibit B

includes a list of Assessor's Parcels within the proposed district, but should errors in the APN list be present, the map in Exhibit A shall supersede.

Passed and adopted by the Board of Supervisors of the County of Mendocino, State of California, on this 23rd day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

WHEREUPON, the Chair declared said Ordinance adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE SCOTT, County Counsel

_____
Deputy

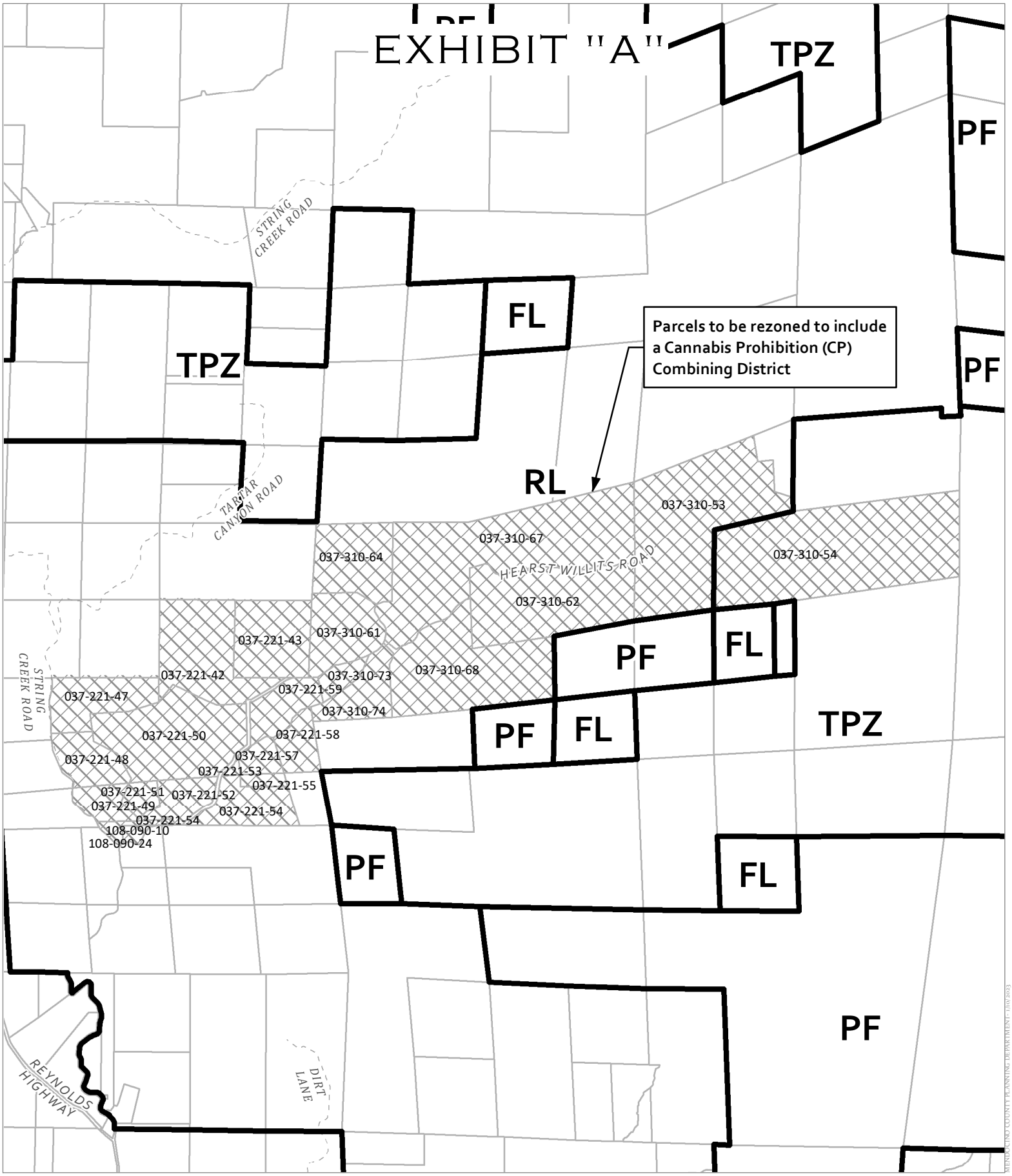
_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

CASE#: Rezone R_2024-0001
OWNER: VARIOUS



CASE: R 2021-0003
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

Zoning Districts

Public Roads

REZONE to include a Cannabis Prohibition (CP) Combining District

0 1,000 2,000 Feet
0 0.175 0.35 Miles
1:25,283

REZONE EXHIBIT

MENDOCINO COUNTY PLANNING DEPARTMENT - 11/01/2023

Exhibit B: Proposed Rock Tree Valley CP District Parcel List

	Assessor's Parcel Numbers	Address
1	037-221-42	6150 Hearst Willits Road
2	037-221-43 & 037-310-61	6170 Hearst Willits Road
3	037-221-47	5100 Hearst Willits Road
4	037-221-48 & 037-221-49	24250 String Creek Road
5	037-221-50	5500 Hearst Willits Road
6	037-221-51 & 037-221-52	5200 Hearst Willits Road
7	037-221-54 & 037-221-53	5325 Hearst Willits Road
8	037-221-57 & 037-221-55	5501 Hearst Willits Road
9	037-221-58	5701 Hearst Willits Road
10	037-221-59	5721 Hearst Willits Road
11	037-310-75 (previously 037-310-53)	7590 Hearst Willits Road (previously 8500 Hearst Willits Road)
12	037-310-54	N/A (previously 8500 Hearst Willits Road)
13	037-310-62	7501 Hearst Willits Road
14	037-310-64	6800 Hearst Willits Road
15	037-310-67	7001 Hearst Willits Road
16	037-310-68	6651 Hearst Willits Road
17	037-310-73	6201 Hearst Willits Road
18	037-310-74	6501 Hearst Willits Road
19	108-090-24 & 108-090-10	5000 Hearst Willits Road

COUNTY OF MENDOCINO

DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482
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MEMORANDUM

DATE: SEPTEMBER 23, 2025

TO: HONORABLE BOARD OF SUPERVISORS

FROM: SHELBY MILLER, PLANNER II

SUBJECT: R_2024-0001 (ROCK TREE) REZONE TO ESTABLISH A COMMERCIAL CANNABIS PROHIBITION (CP) COMBINING DISTRICT.

PROPOSED DISTRICT: The proposed CP Combining District is situated within the Rock Tree Valley, located 3.5± miles northeast of Willits City center at the intersection of Hearst Willits Road (CR 306) and String Creek Road (private), and 1± mile west of the intersection of Hearst Willits Road (CR 306) and Tomki Road (CR 237D). The CP Combining District includes 25 Assessor's Parcel Numbers (APNs) comprising of 19 legal parcels totaling 892.3± acres. With the exception of APN: 037-310-54, all parcels have the General Plan land use classification of Range Lands (RL) and are zoned within the Rangeland (RL) district. The remaining parcel (APNs: 037-310-54) is designated within the Forest Land (FL) classification and within the Timber Production Zoning (TPZ) District.

In the project description, the applicant asserts that existing cannabis regulations, permit processes, and enforcement options have not protected their neighborhood from the undesirable effects of commercial cannabis. It is also mentioned that recent and future movements to change existing regulations are uncertain and may further weaken protections. The applicant and supporting property owners wish to have commercial cannabis clearly prohibited in their neighborhood by the establishment of the CP Combining District.

ENVIRONMENTAL DETERMINATION: Pursuant to Article 5, Section 15061(b)(3) of the California Environmental Quality Act (CEQA), a "common sense exemption" applies to projects "*where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment*". The project proposes establishing a combining district that would prohibit commercial cannabis activities, including cannabis processing facilities, per Mendocino County Code Chapter 20.119. As detailed in the Commercial Cannabis Prohibition Combining District section of the Planning Commission staff report, MCC Section 20.119.040 requires that existing permitted commercial cannabis activities within the proposed CP Combining District would have a maximum of three (3) years to cease operation, and new commercial cannabis activities would be prohibited except those uses defined as exempt under Section 10A.17.030. However, there are no permitted commercial cannabis activities within the proposed CP Combining District.

In addition, the prohibition of commercial cannabis activities would not affect personal cannabis activities that are in accordance with the Adult Use of Marijuana Act of 2016 (Proposition 64) as codified in California Health and Safety Code Section 11362.2.

Adoption of the proposed CP district would not have any environmental impact on the parcels within the district. The proposed CP district consists entirely of parcels zoned either RL or TPZ, neither of which are eligible for new cannabis cultivation permits pursuant to MCC Section 20.242.060. Because commercial-scale cannabis cultivation is already prohibited on the subject parcels, the application of the CP rezone can have no environmental impacts. In addition, these parcels could still host other agricultural uses and other uses as allowed by Mendocino County Code, which may be more or less intense than commercial cannabis cultivation or cannabis processing. Elimination of commercial cultivation activities from these parcels will not have a significant impact on the environment within the CP district.

The elimination of commercial cannabis operations within the proposed CP district would also not have a significant impact on the environment beyond the district's boundaries. Because these parcels are already ineligible for cannabis cultivation permits, the CP rezoning will not have the impact of heightening development demand elsewhere. Pursuant to MCC Section 20.243.060, cannabis processing facilities are permitted in the Rural Community (RC), Agricultural (A), Upland Residential (UR), Forest Lands (FL), Range Lands (RL), and Commercial (C-1, C-2) zoning districts with the issuance of an administrative permit (AP), and Industrial (I-1, I-2, PI) zoning districts with a zoning clearance. The impact of prohibiting cannabis processing facilities on the 19 parcels within the proposed CP District would not result in a reduction of available parcels for this activity to any substantive extent. Environmental impacts of cannabis processing facilities could include the potential increase of greenhouse gases due to vehicle miles traveled, which would be avoided by the proposed prohibition.

Considering the analysis contained in the staff report and the findings required by CEQA Guidelines Section 15061, Staff finds that the proposed project would not result in any significant environmental effect on the environment and is exempt from further environmental review.

PLANNING COMMISSION RECOMMENDATION: On February 20, 2025, on a motion by Commissioner Jones and seconded by Commissioner Wiedemann, the Planning Commission recommended approval of the project to the Board of Supervisors by a roll call vote of (3-1), with Commissioner Paulin dissenting. The Planning Commission found the project exempt from CEQA and made the following specific findings regarding the Project:

i. is consistent with the General Plan for the reasons stated in the Memorandum prepared for this Project.

ii. is compatible with the CP Combining District as defined in Mendocino County Code Chapter 20.119 with regard to location, size, shape and current zoning designations, and the size and shape of the proposed CP Combining District generally encompass the entirety of the geological area mapped as Rock Tree Valley, including the flatlands in the valley floor, Rock Tree Creek, and the surrounding slopes of forests and grasslands.

iii. would provide additional environmental protection for Rock Tree Creek and String Creek to protect Steelhead and Chinook Salmon populations.

iv. would protect the public health, safety and morals of the Rock Tree Community.

v. shows deep community interest on the part of the applicant in protecting the natural resources and the character of the community.

STAFF RECOMMENDATION/RECOMMENDED ACTION

Given that sixty-seven percent of affected property owners have expressed support for the proposed project through a signed petition at the time of application, representing an increase of one owner from the initial application, the Planning Commission found that there is substantial community interest and shared concern. This interest is reflected in the applicant's repeated efforts to apply for the rezone in order to safeguard the quality of life should the Mendocino Cannabis Cultivation Ordinance be amended. Furthermore, Rock Tree Creek and String Creek lie within the Upper Eel River Watershed, which contain federally listed species including Chinook Salmon populations and federally threatened California Steelhead populations. The Planning Commission found that establishing a Cannabis Prohibition district would provide additional protections for Rock Tree Creek and String Creek to protect Steelhead and Chinook Salmon populations. Thus, the Planning Commission recommends approval of the proposed Rezone project to adopt the CP District within the Rock Tree Valley designated area.

ATTACHMENTS:

A. Draft Ordinance
B. Planning Commission Hearing Packet
C. Planning Commission February 20, 2025, Adopted Minutes
D. Planning Commission Resolution PC_2025-0001
E. Public Comment Received for Planning Commission Hearing

Exhibit B: Proposed Rock Tree Valley CP District Parcel List

	Assessor's Parcel Numbers	Address
1	037-221-42	6150 Hearst Willits Road
2	037-221-43 & 037-310-61	6170 Hearst Willits Road
3	037-221-47	5100 Hearst Willits Road
4	037-221-48 & 037-221-49	24250 String Creek Road
5	037-221-50	5500 Hearst Willits Road
6	037-221-51 & 037-221-52	5200 Hearst Willits Road
7	037-221-54 & 037-221-53	5325 Hearst Willits Road
8	037-221-57 & 037-221-55	5501 Hearst Willits Road
9	037-221-58	5701 Hearst Willits Road
10	037-221-59	5721 Hearst Willits Road
11	037-310-75 (previously 037-310-53)	7590 Hearst Willits Road (previously 8500 Hearst Willits Road)
12	037-310-54	N/A (previously 8500 Hearst Willits Road)
13	037-310-62	7501 Hearst Willits Road
14	037-310-64	6800 Hearst Willits Road
15	037-310-67	7001 Hearst Willits Road
16	037-310-68	6651 Hearst Willits Road
17	037-310-73	6201 Hearst Willits Road
18	037-310-74	6501 Hearst Willits Road
19	108-090-24 & 108-090-10	5000 Hearst Willits Road

ORDINANCE NO._____

AN ORDINANCE CHANGING THE ZONING OF REAL PROPERTY WITHIN MENDOCINO COUNTY

The Board of Supervisors of the County of Mendocino, State of California, ordains as follows:

Section 1. Findings. Based on the information provided in the memorandum accompanying this ordinance and evidence in the record, the Board of Supervisors makes the following findings:

(a) CEQA. The Project is Exempt from review under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.;* "CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

(b) General Plan Consistency. The proposed Cannabis Prohibition District is appropriate for the affected parcels and is consistent with the intentions of the Rangeland and Forestland General Plan land use classifications. Prohibiting certain cannabis cultivation and facilities uses from parcels within these classifications may have the effect of assisting with the management and preservation of these resource lands. The CP Combining District is intended to allow the County to designate specific areas where commercial cannabis operations are prohibited. As provided by community petition, this Project seeks to prohibit commercial cannabis activities on the subject parcels. The Mendocino County General Plan emphasizes the role of the community – local residents, organizations and others, as well as the importance of self-determination in shaping communities' future through public planning processes, and the adoption of CP districts is consistent with these planning principles.

(c) Zoning Code Consistency. The proposed Project is situated within the Rangeland and Timberland Production Zoning Districts. The CP Combining District is intended to allow the County to designate specific areas where commercial cannabis operations are prohibited. Sixty-seven percent of landowners of the Rock Tree Valley neighborhood have signed a petition to demonstrate support for the proposed CP Combining district. The proposed CP Combining District would be applied to an area where a majority of the parcels allow residential use by right. The proposed CP Combining District would comprise of nineteen contiguous legal parcels.

(d) Cannabis Prohibition (CP) Combining District Consistency.

(1) Per Mendocino County Code Section 20.119.020(A), all of the parcels subject to the CP Combining District allow residential uses by right. The parcels within the district are currently zoned either Rangelands (RL) or Timberland Production Zoning (TPZ), which both allow residential uses by right.

(2) Per MCC Section 20.119.020(B), the district is composed of no fewer than ten (10) legally created parcels, as the proposed district contains 19 legal parcels.

(3) Per MCC Section 20.119.030(B)(1), the applicants were able to demonstrate the support of more than sixty percent (60%) of the affected parcels at the time of application via individual, signed petitions from property owners.

Section 2. Rezone. Pursuant to Division I of Title 20, Chapter 20.212 of the Mendocino County Code, the zoning of the following real property within Mendocino County is hereby changed as follows:

The zoning of the APNs within the district boundary are hereby changed from Rangeland (RL) to Rangeland, Cannabis Prohibition (RL:CP), and from Timberland Production Zoning (TPZ) to Timberland Production Zoning, Cannabis Prohibition (TPZ:CP), as shown on the map attached as Exhibit A. Exhibit B

includes a list of Assessor's Parcels within the proposed district, but should errors in the APN list be present, the map in Exhibit A shall supersede.

Passed and adopted by the Board of Supervisors of the County of Mendocino, State of California, on this 23rd day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

WHEREUPON, the Chair declared said Ordinance adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE SCOTT, County Counsel

_____
Deputy

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

CASE#: Rezone R_2024-0001
OWNER: VARIOUS

COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
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January 9, 2025

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Mendocino County Planning Commission, at their special meeting to be held on Thursday, January 30, 2025, at 10:00 a.m., will conduct a public hearing on the following project at the time listed or as soon thereafter as the item may be heard**.** This meeting will take place in the **Board of Supervisors Chambers, 501 Low Gap Road, Ukiah California**, and Virtual attendance will be available via Zoom. Meetings are live streamed and available for viewing online on the Mendocino County YouTube page, at https://www.youtube.com/MendocinoCountyVideo. In lieu of personal attendance, the public may participate digitally in meetings by sending comments to pbscommissions@mendocinocounty.gov or via Telecomment. The telecomment form may be found at: https://www.mendocinocounty.gov/departments/planning-building-services/public-hearing-bodies.

CASE#: R_2024-0001
DATE FILED: 2/12/2024
OWNER: Various Property Owners
APPLICANT: Robert Cronin
REQUEST: Rezone to establish a Commercial Cannabis Prohibition (CP) Combining District to prohibit commercial cannabis operations per Mendocino County Code Chapter 20.119 that includes 24 Assessor's Parcel Numbers (APNs) comprising 18 legal parcels.
ENVIRONMENTAL DETERMINATION: Exempt [CCR Section 15061(b)(3)]
LOCATION: 3.5± miles northeast of Willits City center, at the intersection of Hearst Willits Road (CR 306) and String Creek Road (private), and 1± miles west of Hearst Willits Road (CR 306) intersection with Tomki Road (CR 237D), between mile post MEN 4.19 and MEN 7.95. APNs: 037-221-42; 037-221-43; 037-310-61; 037-221-47; 037-221-48; 037-221-49; 037-221-50; 037-221-51; 037-221-52; 037-221-53; 037-221-54; 037-221-55; 037-221-57; 037-221-58; 037-221-59; 037-310-53; 037-310-54; 037-310-62; 037-310-64; 037-310-67; 037-310-68; 037-310-73; 037-310-74; 108-090-24. See attached map.
SUPERVISORIAL DISTRICT: 3 (Haschak)
STAFF PLANNER: SHELBY MILLER

The staff report and notice will be available for public review 20 days prior to the hearing on the Department of Planning and Building Services website at: https://www.mendocinocounty.gov/departments/planning-building-services/public-hearing-bodies.

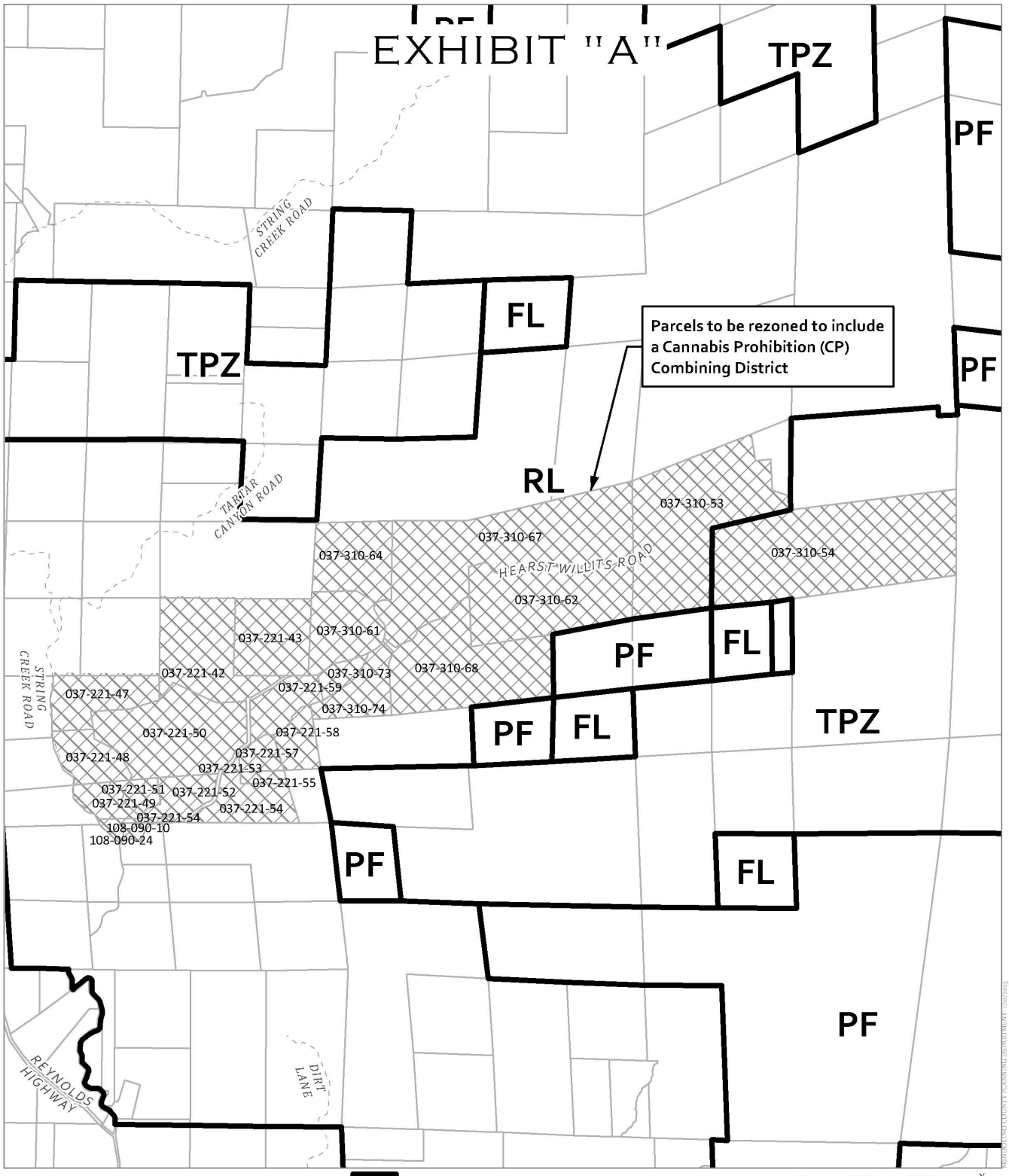
Your comments regarding the above project(s) are invited. Written comments should be submitted to the Department of Planning and Building Services Commission Staff, 860 North Bush Street, Ukiah, California. The public may participate digitally in meetings in lieu of personal attendance by sending comments to pbscommissions@mendocinocounty.gov by January 29, 2025, or orally via telecomment. All public comment will be made available to the Planning Commission, staff, and the general public as they are received and processed by staff, and can be viewed as attachments to this meeting agenda at https://www.mendocinocounty.gov/departments/planning-building-services/public-hearing-bodies.

The Planning Commission's action regarding this item shall be a recommendation to the Board of Supervisors and the Board's action shall be final. If you challenge the project 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 Department of Planning and Building Services at, or prior to, the public hearing. All persons are invited to present testimony in this matter.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. Mendocino County complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternate formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact the Department of Planning and Building Services by calling 707-234-6650 at least five days prior to the meeting.

Additional information regarding the above noted item(s) may be obtained by calling the Department of Planning and Building Services at 707-234-6650, Monday through Friday, 8:00 a.m. through 5:00 p.m. Should you desire notification of the Planning Commission's decision you may do so by requesting notification in writing and providing a self-addressed stamped envelope to the Department of Planning and Building Services.

JULIA KROG, Director of Planning and Building Services



CASE: R 2021-0003
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

Zoning Districts

Public Roads

REZONE to include a Cannabis Prohibition (CP) Combining District

0 1,000 2,000 Feet

0 0.175 0.35 Miles

1:25,283

REZONE EXHIBIT

PLANNING COMMISSION **JANUARY 30, 2025**
STAFF REPORT- REZONE **R_2024-0001**

PROJECT PLANNER CONTACT
Shelby Miller
860 N Bush Street
Ukiah, CA 95482
Phone: 707-234-6650
Fax: 707-463-5709
Millers@mendocinocounty.gov

PROJECT SUMMARY

OWNER:	Various Owners in the Rock Tree Valley Area
APPLICANT:	Robert Cronin 6201 Hearst Willits Road Willits, CA 95490
REQUEST:	Rezone to establish a Commercial Cannabis Prohibition (CP) Combining District to prohibit cannabis operations per Mendocino County Code 20.119 that includes 25 Assessor's Parcel Numbers comprising 18 legal parcels.
LOCATION:	3.5± miles northeast of Willits city center, at the intersection of Hearst Willits Road (CR 306) and String Creek Road (private), and 1± miles west of Hearst Willits Road (CR 306) intersection with Tomki Road (CR 237D), APNs: 037-221-42; 037-221-43; 037-310-61; 037-221-47; 037-221-48; 037-221-49; 037-221-50; 037-221-51; 037-221-52; 037-221-53; 037-221-54; 037-221-55; 037-221-57; 037-221-58; 037-221-59; 037-310-53; 037-310-54; 037-310-62; 037-310-64; 037-310-67; 037-310-68; 037-310-73; 037-310-74; 108-090-24; and 108-090-10.
TOTAL ACREAGE:	892.35± Acres
GENERAL PLAN:	Rangeland, Forestland General Plan (Chapter 2 – Development Element
ZONING:	Rangeland, Timber Production Zone Mendocino County Code Title 20, Division I
CODE REFERENCE:	Rezone Mendocino County Code (MCC) Chapter 20.212
SUPERVISORIAL DISTRICT:	District 3 (Haschak)
ENVIRONMENTAL DETERMINATION:	Exempt (CCR Section 15061(b)(3)

POSSIBLE ACTIONS:

OPTION 1:

By Resolution, the Planning Commission recommends that the Board of Supervisors find the project Exempt from CEQA and approve the requested Rezone, as proposed by the applicant, based on the facts and findings contained in the Resolution.

Additional options the PC may consider are listed below; Staff would need additional information from the PC to draft the Resolution for either option.

OPTION 2:

By Resolution, the Planning Commission recommends against the adoption of the requested Rezone, as proposed by the applicant, based on the facts and findings contained in the Resolution. Denial of a project would be excluded from any CEQA review requirements.

OPTION 3:

By Resolution, the Planning Commission recommends that Board of Supervisors find the project Exempt from CEQA and approve the requested Rezone, with the boundaries of the proposed CP District as modified by the Planning Commission, based on the facts and findings contained in the Resolution.

Procedural Update

Since the filing of this rezone application, MCC Chapter 20.212 was amended by Ordinance No. 4538, adopted by the Board of Supervisors on September 10, 2024. MCC section 20.212.030 regarding Planning Commission Recommendations on amendments to the General Plan, Specific Plan, Zoning Code, and Zoning Map was amended such that if the Planning Commission recommends against a proposed amendment to the Zoning Map, the Board of Supervisors is not required to take any further action unless an appeal is filed in accordance with MCC Chapter 20.208. If the Commission were to recommend against the proposed rezone application and the applicant desired to file an appeal to the Board of Supervisors, the applicant would not be subject to additional appeal fees at this time given that the fees paid for this specific application anticipated hearings by both the Planning Commission and Board of Supervisors, pursuant to the procedure of the prior code.

PROJECT BACKGROUND & INFORMATION

PROJECT DESCRIPTION: Rezone request to establish a Commercial Cannabis Prohibition (CP) Combining District that includes 18 parcels to prohibit commercial cannabis operations per Mendocino County Code (MCC) Chapter 20.119 in the Rock Tree Valley Area northeast of the City of Willits (See Attachment N). The CP Combining District is intended to allow the County to designate specific areas where commercial cannabis operations are prohibited. The regulations in this section are supplemental to the regulations for the applicable underlying zoning district.

The applicants applied for a Rezone (R_2021-0003) in 2021 requesting to establish a Commercial Cannabis Prohibition (CP) Combining District that included 25 Assessor's Parcel Numbers comprising of 18 legal parcels. The 2021 Rezone application was heard by the Planning Commission on July 20, 2023, in which the Planning Commission recommended approval of the project to the Board of Supervisors with a modification to the boundaries to exclude APN 037-310-68 recognizing that the property has a Phase 1 cannabis cultivation application under review. On September 26, 2023, the 2021 Rezone project was scheduled for a hearing before the Board of Supervisors but was ultimately denied.

Ninety-six percent (96%) of the parcels are situated within the Range Lands zoning district and four percent (4%) of the parcels are situated in the Timberland Production zoning district. Pursuant to MCC Section 20.242.060, on or after January 1, 2020, new cannabis cultivation sites may be permitted in accordance with this section, as indicated in Attachment L- Permit Requirements for New Cannabis Cultivation Sites Table. As of January 1, 2020, new cannabis cultivation sites are not permitted in Range Lands zoning district nor in the Timberland Production zoning district. Therefore, the subject parcels would not be eligible to cultivate commercial cannabis under the Mendocino Cannabis Cultivation Regulation (MCCR).[1]

This current Rezone application (R_2024-0001) consists of the same boundaries as the previously requested rezoning. Mendocino County Code does not prohibit the refiling of a substantially unchanged application that has been previously denied. As such, the subject application, R_2024-0001, was filed on

[1] Note: Chapter 20.242 of the Mendocino County Code, titled Cannabis Cultivation Sites, is complementary to MCC Chapter 10A.17 – Mendocino Cannabis Cultivation Ordinance (MCCO) and together the chapters may be cited as the Mendocino Cannabis Cultivation Regulation ("MCCR").

February 12, 2024, requesting to establish a Commercial Cannabis Prohibition (CP) Combining District over 18 parcels.

APPLICANT'S STATEMENT: "*The layer of protection provided by a CP Combining District is important to us due to the continued pressure from the cannabis lobby to expand commercial cannabis within our county. Allowing cannabis in our neighborhood would be a land use change that we do not want. The proposed CP District provides that protection without diminishing any existing property rights."*

SITE CHARACTERISTICS: The proposed CP Combining District is situated within the Rock Tree Valley, located 3.5± miles northeast of Willits City center, at the intersection of Hearst Willits Road (CR 306) and String Creek Road (private), and 1± miles west of the Hearst Willits Road (CR 306) intersection with Tomki Road (CR 237D), between mile post MEN 4.19 and MEN 7.95. The proposed CP Combining District includes the flatlands in the valley floor which are predominantly meadows, pastures and wetlands as well as some of the surrounding slopes of forests, oak woodlands, and grasslands.

The proposed CP Combining District is comprised of 18 parcels totaling 892± acres with agricultural and low-density residential uses (See Attachment A). Farmland Classifications for these 18 parcels are predominately Grazing Land, with areas of Rural Residential and Rural Commercial (See Attachment J). The subject parcels are served by private wells and on-site septic systems. The subject parcels are mapped within a "Very High Fire Hazard" area and are served by the Little Lake Fire Protection District and California Department of Forestry and Fire Protection (CAL FIRE) (See Attachment G). To date, three (3) separate parcels within the proposed CP Combining District have applied for cannabis cultivation permits, with a total of six (6) applications with the County (See Attachment K). As of February 2024, all six (6) applications have been denied.

CANNABIS PROHIBITION DISTRICT BACKGROUND: On November 16, 2018, the Mendocino County Board of Supervisors adopted Ordinance No. 4420, which made amendments to Chapter 10A.17– Mendocino Cannabis Cultivation Ordinance and Chapter 20.242–Cannabis Cultivation Sites of the Mendocino County Code and also adopted Chapter 20.118 – "CA" Cannabis Accommodation Combining District and Chapter 20.119 – "CP" Commercial Cannabis Prohibition Combining District Provisions of Chapter 20.119 are intended to allow the County to designate specific areas where commercial cannabis operations are prohibited.

Chapter 20.119 provides that CP Combining Districts must be composed of no fewer than ten (10) legally created parcels that are contiguous, except for separations by public and private roads, rail lines, utility easements, or similar linear public facilities.[2] The establishment of a CP Combining District may be initiated by one (1) or more property owners within the boundaries of the proposed Combining District. Applications filed with the Planning and Building Services Department for said Combining Districts must demonstrate landowner support.[3]

To provide assurances to existing and future residents choosing to reside in a CP Combining District, the following modification restrictions apply to established prohibition districts:

- Ineligible for repeal by property owner request for 10 years following date of approval.
- After 10 years, a request to repeal or amend a CP Combining District can be initiated by petition of 65% or more of all current property owners within that district.
- Parcels adjacent to a CP District may be added to it within the initial 10-year period.
- Changes to the zoning of parcels within a CP District would have no effect on the prohibition of cannabis cultivation and/or facilities established through adoption of the CP District.

Except as provided in Section 20.119.030, the establishment of a CP Combining District shall be processed

[2] MCC, Division I, Section 20.119.020(B)
[3] MCC, Division I, Section 20.119.030(B)

in accordance with the provisions of Chapter 20.212–Amendments, Alterations, and Changes in Districts, and so are held to the same standards as other rezone applications.

As provided in Chapter 20.212, the zoning reclassification of property is subject to action by the Planning Commission as well as action by the Board of Supervisors.

In addition to the above specific characteristics of CP Combining Districts, adoption of such a combining district, like all other zoning districts, is an exercise of the County's police power over land uses and development and are intended to protect health, safety, and welfare. The rezoning of property is a legislative act, and zoning regulations and decisions must bear a substantial relationship to public health, safety, morals, or general welfare and not arbitrary or irrational.

Public Services:
Access: Hearst Willits Road (CR 306)
Water District: None
Sewer District: None
Fire District: Willits Unified

RELATED APPLICATIONS: The following applications have occurred on the subject parcel or on the surrounding properties and are relevant to the proposed project. All projects listed below have already been approved, unless otherwise stated.

Subject Parcel(s) Projects:

- **AG_2018-0042 & AG_2018-0043:** Cannabis Cultivation. Denied. January 24, 2019.
- **AG_2019-0028:** Cannabis Cultivation. Denied. February 2024.
- **AG_2017-0299:** Cannabis Cultivation. Denied. January 28, 2019.
- **AG_2018-0099 & AG_2018-0100:** Cannabis Cultivation. Denied. August 7, 2024.
- **R_2021-0003:** Rezone request to establish a Cannabis Cultivation Prohibition (CP) Combining District that included 18 legal parcels. The Planning Commission recommended the Board of Supervisors approve the CP District with a modified boundary which removed one assessor parcel number that had a pending cultivation permit. The Board of Supervisors ultimately denied the application. September 26, 2023.

AGENCY COMMENTS: On May 30, 2024, project referrals were sent to the following responsible or trustee agencies with jurisdiction over the Project. Their submitted recommended conditions are discussed in this staff report and contained in Conditions of Approval. A summary of the submitted agency comments are listed below.

TABLE 1: Referral Agency Responses

REFERRAL AGENCIES	COMMENT
Agricultural Commissioner	No Comment
Air Quality Management District	No Comment
Assessor's Office	No Comment
Building Division – Ukiah	No Comment
Cannabis Department	No Comment
Department of Transportation	No Comment
Environmental Health	No Comment
Farm Advisor	No Comment
Little Lake Fire District	No Comment
Planning Division – Ukiah	No Comment
Resource Lands Protection Committee	No Comment
CAL FIRE – Land Use	No Comment
CAL FIRE – Resource Management	No Comment

California Department of Fish and Wildlife	No Comment
Cloverdale Rancheria	No Response
Potter Valley Tribe	No Response
Redwood Valley Rancheria	No Response
Sherwood Valley Band of Pomo Indians	No Response

PROJECT ANALYSIS

GENERAL PLAN AND ZONING DISTRICT CONSISTENCY: The American Planning Association defines neighborhoods as diverse, dynamic social and economic entities with unique characteristics, which are recognized by residents of both the neighborhood and community at large.[4] Neighborhoods may have arbitrary boundaries based on changes in land-use patterns, the character of the built environment, or demographic characteristics of residents.[5] The proposed CP Combining District is situated within and generally encompasses the entirety of the geological area mapped as Rock Tree Valley, including the flatlands in the valley floor, Rock Tree Creek, and the surrounding slopes of forests and grasslands. Considering the topography of valleys are not parcel specific, the parcels within the valley would be within CP Combining District. Each parcel within this specific area is located along Hearst Willits Road and range in slope from zero to sixty-one degrees. Historically Rock Tree Valley has been largely agricultural, with small-scale cattle grazing, horse ranching, non-commercial gardening, and residential uses. In consideration of these distinguishing characteristics the landowners and residents of the 18 parcels identified and selected for the proposed CP Combining District are likely to consider the Rock Tree Valley area as a neighborhood.

The project proposes the establishment of a Commercial Cannabis Prohibition (CP) Combining District that includes 18 parcels. All APNs with the exception of the 037-310-54 parcel are within the Rangeland land use classification. Mendocino County General Plan, Chapter 3–Development Element, Policy DE-17: Land Use Category: RL-Range Lands classification is intended to be…

> *"… applied to lands which are suited for and are appropriately retained- for the grazing of livestock. The classification should include land eligible for incorporation into Type II agricultural preserves, other lands generally in range use, intermixed smaller parcels, and other contiguous lands, the inclusion of which is necessary for the protection and efficient management of rangelands. The policy of the County and the intent of this classification shall be to protect these lands from the pressures of development and preserve them for future use as designated."*
>
> *General Uses: Residential uses, agricultural uses, forestry, cottage industries, residential clustering, uses determined to be related to and compatible with ranching, conservation, processing and development of natural resources, recreation, utility installation (Mendocino County General Plan, Chapter 3, Policy DE-17).*

Seventeen (17) of the 18 parcels of the proposed project are within the Rangeland land use classification totaling 784± acres. Current land uses including agricultural and low-density residential uses on these 18 parcels are consistent with the prescribed General Uses from Policy DE-17. To date, none of these said properties within the RL land use classification are designated as an Agricultural Preserve or lands under Williamson Act Contract. Furthermore, these APNs share the Range Land Zoning District designation. Mendocino County Code (MCC) Chapter 20.060 provides that the intent of the RL District is to create and preserve areas for the grazing of livestock, the production and harvest of natural resources, and the protection of such natural resources as watershed lands from fire, pollution, erosion, and other detrimental effects. Though cannabis cultivation is an agricultural use, new cannabis cultivation sites (Phase 3) are not permitted on parcels within the RL Zoning District (See Attachment L).[6]

[4] American Planning Association. Policy Guide on Neighborhood Collaborative Planning. Adopted April 6, 1998. https://planning.org/policy/guides/adopted/neighborhoodcollaborative.htm
[5] American Planning Association. PAS Quicknotes No. 62: Neighborhood Planning. https://planning-org-uploaded-media.s3.amazonaws.com/document/PAS-QuickNotes-62.pdf
[6] Mendocino County Code, Div. I, Sec. 20.242.060–New Cannabis Cultivation Sites

Currently one (1) parcel (APNs: 037-310-53 & 037-310-54) of the 18 parcels of the proposed project is situated within the Forestlands land use classification, totaling 108.45± acres. Mendocino County General Plan, Chapter 3–Development Element, Policy DE-18: Land Use Category: FL-Forest Lands classification is intended to…

> *"…be applied to lands that are suited for and are appropriately retained for the growing, harvesting and production of timber and timber-related products. The classification should include lands eligible to be zoned for Timberland Production, intermixed smaller parcels, and other contiguous lands, the inclusion of which is necessary for the protection and efficient management of timber resource lands. The policy of the County and the intent of this classification shall be to protect these lands from the pressures of development and preserve them for future use as designated."*
>
> *General Uses: Residential uses, forestry, timber processing, agricultural uses, cottage industries, residential clustering, uses determined to be related to and compatible with forestry, conservation, processing, and development of natural resources, recreation, utility installations. (Mendocino County General Plan, Chapter 3, Policy DE-18)*

While agricultural uses are listed as general uses within both the Rangeland and Forestland land use classifications, the primary purpose of these classifications is to retain lands for the grazing of livestock or the growing, harvesting and production of timber and timber-related products. Prohibiting certain cannabis cultivation and facilities uses from parcels within these classifications may have the effect of assisting with the management and preservation of these resource lands. In addition, the Mendocino County General Plan emphasizes the role of the community – local residents, organizations and others, as well as the importance of self-determination in shaping communities' future through public planning processes.[7] The adoption of CP districts is consistent with these planning principles.

The 037-310-54 parcel is currently within the Timber Production Zoning (TPZ) District. Mendocino County Zoning Code Chapter 20.068 provides that with the intent of the TPZ District is to be applied to areas of the County which because of their general soil types, location and timber growing capabilities are suited for and should be devoted to the growing, harvesting, and production of timber and timber related products and are taxed as such. New cannabis cultivation (Phase 3) is not allowed in the TPZ District (See Attachment L).

With regards to existing cannabis cultivation sites[8], historical application analysis provides that the following cultivation permit applications were all located within the proposed rezone: AG_2018-0042, AG_2018-0043, AG_2018-0099, AG_2018-0100, AG_2017-0299, AG_2019-0028. The Mendocino Cannabis Department has confirmed that all applications have been denied.

In addition to the cultivation of cannabis, cannabis facilities that include the manufacturing, testing, dispensing, retailing, and distributing of cannabis within the proposed CP Combining District would also be prohibited, see Attachment M. Of the listed cannabis facility types, only processing would be allowed within the RL Zoning District. A "Processing Facility" means a location or facility where cannabis is dried, cured, graded, trimmed, and/or packaged at a location separate from the cultivation site where the cannabis is grown and harvested. The Cannabis Prohibition Combining District section of this report provides more information on this Cannabis Facility Business License use type.

The potential for new permitted commercial cannabis cultivation and activities on any of the subject 18 parcels within the proposed CP Combining District is limited by current zoning requirements. As previously mentioned, new commercial cannabis cultivation sites are not permitted on parcels within the RL and TPZ zoning district. The only potential for new commercial cannabis activities on any given property within the proposed CP Combining District would be operating a Cannabis facility with a Cannabis Facility Business License for the processing of cannabis on a RL zoned parcel subject to an administrative permit.

[7] Mendocino County General Plan. Chapter 2: Planning Principles. August 2009.
[8] Mendocino County Code, Div. I, Sec. 20.242.040(A)–*Agriculture Commissioner's determination that the cultivation site existed prior to January 1, 2016*

Pursuant to MCC Section 20.119.040, all new and unpermitted cannabis cultivation sites as defined in MCC Section 10A.17.020, except as those uses identified as exempt under MCC Section 10A.17.030, and all cannabis facilities, including processing of cannabis, as defined in MCC Section 20.243.030 shall be prohibited within the CP district. Considering the establishment of the proposed CP Combining District would not restrict other agricultural and permitted uses, and the prohibitive zoning requirements for the RL and TPZ Districts, Staff finds that the project would be in compliance with the Mendocino County Code Chapter 20.060 and Chapter 20.068 or General Plan Policy DE-17 and Policy DE-18.

FIRE SERVICES ACCESS: The main access for the neighborhood is via Hearst Willits Road (CR 306), an old stagecoach route that is partially paved and now serves as a local connector. The subject parcels are accessed via private driveways. The proposed project was referred to CAL FIRE and the Department of Transportation for review. As of January 6, 2025, no responses have been received.

CANNABIS PROHIBITION COMBINING DISTRICT: The Commercial Cannabis Prohibition Combining District is intended to allow the County to designate specific areas where commercial cannabis operations are prohibited. On February 12, 2024, the Department of Planning and Building Services accepted the Rezone application requesting the establishment of a Cannabis Prohibition Combining District to prohibit commercial cannabis operations on 18 legal parcels (25 APNs total) within the Rock Tree Valley Area northeast of the City of Willits.

Pursuant to MCC Section 20.119.020, all parcels within the subject area allow residential use by right and the proposed CP Combining District would be comprised of 18 legally created parcels that are contiguous.

Pursuant to MCC Section 20.119.030(B), 67% of the affected property owners have demonstrated support for the proposed project by a signed petition at the time of the application (See Attachment P). The 12 property owners in support of the CP Combining District constitute 67% of the total 18 legal parcels contained within the CP Combining District. In addition to these signed petitions of support, the *Applicant's Project Description* provides further detail on community concerns regarding the prohibition of commercial cannabis within the proposed CP Combining District.

MCC Section 20.119.040 states the Regulations for CP Combining Districts, as follows:

> *(A) All new and unpermitted cannabis cultivation sites as defined in section 10A.17.020, except those uses identified as exempt under section 10A.17.030, and all cannabis facilities as defined in section 20.243.030 shall be prohibited within the CP district.*
>
> *(B) Existing permitted cannabis cultivation sites or permitted cannabis facilities located within a newly adopted CP Combining District zone shall be permitted to continue operations for three (3) years from the date of establishment of the CP district. After three (3) years following the date of establishment of the district, all previously permitted commercial cannabis cultivation sites and commercial cannabis facilities shall cease operations.*
>
> *(C) Nothing in this section shall be construed to extend the period of allowed cultivation as established under Mendocino County Code section 10A.17.080(B)(2)(b) (Sunset provisions).*

As previously mentioned, current zoning regulations for RL and TPZ Districts only allow cannabis cultivation sites under Phase 1 of MCC Chapter 10A.17. Phase 1 closed in 2019. Parcels in the RL and TPZ districts are not presently eligible for cannabis cultivation permits. Further, commercial cannabis facilities that include microbusinesses, manufacturing, testing, dispensing, retailing, and distributing of cannabis within the proposed CP Combining District are also prohibited.

The establishment of the proposed CP Combining District would effectively prohibit any future Cannabis Facility Business Licenses. Pursuant to MCC Section 20.243.060, processing facilities are the only cannabis facilities allowed within the RL Zoning District and require an Administrative Permit (AP). APs are under the jurisdiction of the Zoning Administrator unless specified otherwise.[9] An AP application for a processing facility within the RL Zoning District would be subject to, but not limited to, the following:

[9] Mendocino County Code, Div. I, Sec. 20.192.010 –Original Jurisdiction

- Review and evaluation for conformance with the standards and criteria set forth in the pertinent sections of Division I of Mendocino County Code.

- The granting or modification of any AP shall not authorize or legalize the maintenance of any private or public nuisance.

- The decision pursuant to Sections 20.192.025 (Decision and Notice) or 20.192.060 (Revocation) may be appealed as provided in Chapter 20.208 (Appeals).

Current zoning regulations already capture the review and evaluation of this single cannabis facility use type, processing, as well as provide the public with an appeal process for decisions made on the Administrative Permit. As of the date of this report, there are no applications, either Cannabis Facility Business Licenses or Administrative Permits, for the processing of cannabis on any of the 18 parcels within the proposed CP Combining District.

The applicant provides in their project description that existing cannabis regulations, permit processes, and enforcement options have not protected the neighborhood from the undesirable effects of commercial cannabis. It is also mentioned that recent and future movements to change existing regulations are uncertain and may further weaken protections. The applicant and supporting property owners wish to have commercial cannabis clearly prohibited by the establishment of the CP Combining District, as stated in the *Applicant's Project Description*.

These districts like all other zoning districts are an exercise of the County's police power over land uses and development and are intended to protect health, safety and welfare. The rezoning of property is a legislative act, and zoning regulations and decisions must bear a substantial relationship to public health, safety, morals or general welfare and not be arbitrary or irrational. In making its report and recommendation to the Board of Supervisors on this rezoning request, the Planning Commission should consider several factors:

- Consistency with the General Plan;

- Location, size and shape of the proposed CP District including if it is appropriate to include all proposed parcels in the District;

- Effect of the CP District on existing and future land uses;

- Effect of the CP District on public health, safety, morals and general welfare of the area affected;

- Given the existing zoning of the affected parcels, whether the CP District is necessary.

ENVIRONMENTAL DETERMINATION: Pursuant to Article 5, Section 15061(b)(3) of the California Environmental Quality Act (CEQA), a "common sense exemption" applies to projects "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment". Further, CEQA only applies to projects that have the potential for causing a significant environmental effect. CEQA Section 15382 provides that:

> *"Significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant.*[10]

[10] Note: Authority cited: Section 21083, Public Resources Code; Reference: Sections 21068, 21083, 21100, and 21151, Public Resources Code; Hecton v. People of the State of California, 58 Cal. App. 3d 653.

The project proposes establishing a combining district that would prohibit commercial cannabis activities, including cannabis processing facilities, per Mendocino County Code Chapter 20.119 that includes 25 Assessor's Parcel Numbers (APNs) comprising 18 legal parcels. As detailed in the Commercial Cannabis Prohibition Combining District section of this report, MCC Section 20.119.040 requires that existing permitted commercial cannabis activities within the proposed CP Combining District would have a maximum of three (3) years to cease operation, and new commercial cannabis activities would be prohibited except those uses defined as exempt under Section 10A.17.030. However, there are no permitted commercial cannabis activities within the proposed CP Combining District. In addition, the prohibition of commercial cannabis activities would not affect personal cannabis activities that are in accordance with the Adult Use of Marijuana Act of 2016 (Proposition 64) as codified in California Health and Safety Code Section 11362.2.

Adoption of the proposed CP district would not have any environmental impact on the parcels within the district. The proposed CP district consists entirely of parcels zoned either RL or TPZ, neither of which are eligible for new cannabis cultivation permits pursuant to MCC Section 20.242.060, which does not provide for new cultivation sites in either the RL or TPZ districts. Because commercial-scale cannabis cultivation is already prohibited on the subject parcels, the application of the CP rezone can have no environmental impacts. In addition, these parcels could still host other agricultural uses and other uses as allowed by Mendocino County Code, which may be more or less intense than commercial cannabis cultivation or cannabis processing. Elimination of these activities from these parcels will not have a significant impact on the environment within the CP district.

The elimination of commercial cannabis operations within the proposed CP district would also not have a significant impact on the environment beyond the district's boundaries. Because these parcels are already ineligible for cannabis cultivation permits, the CP rezoning will not have the impact of heightening development demand elsewhere. Pursuant to MCC Section 20.243.060, cannabis processing facilities are allowed in the Rural Community, Agricultural, Upland Residential, Forest Lands, Range Lands, and Commercial (C-1, C-2) zoning districts with the issuance of an AP, and Industrial (I-1, I-2, PI) zoning districts with a zoning clearance. The impact of prohibiting cannabis processing facilities on the 18 parcels within the proposed CP District would not result in a reduction of available parcels for this activity to any substantive extent. Environmental impacts of cannabis processing facilities could include the potential increase of greenhouse gases due to vehicle miles traveled, which would be avoided by the proposed prohibition.

Considering the analysis contained in this report and the findings required by CEQA Guidelines Section 15061, Staff finds that the proposed project would not result in any significant environmental effect on the environment and is exempt from further environmental review within the meaning of the CEQA.

Should the Planning Commission choose to recommend that the Board of Supervisors deny the project, pursuant to CEQA Guidelines Section 15270, CEQA does not apply to projects which a public agency rejects or disapproves.

Staff Report Prepared by:

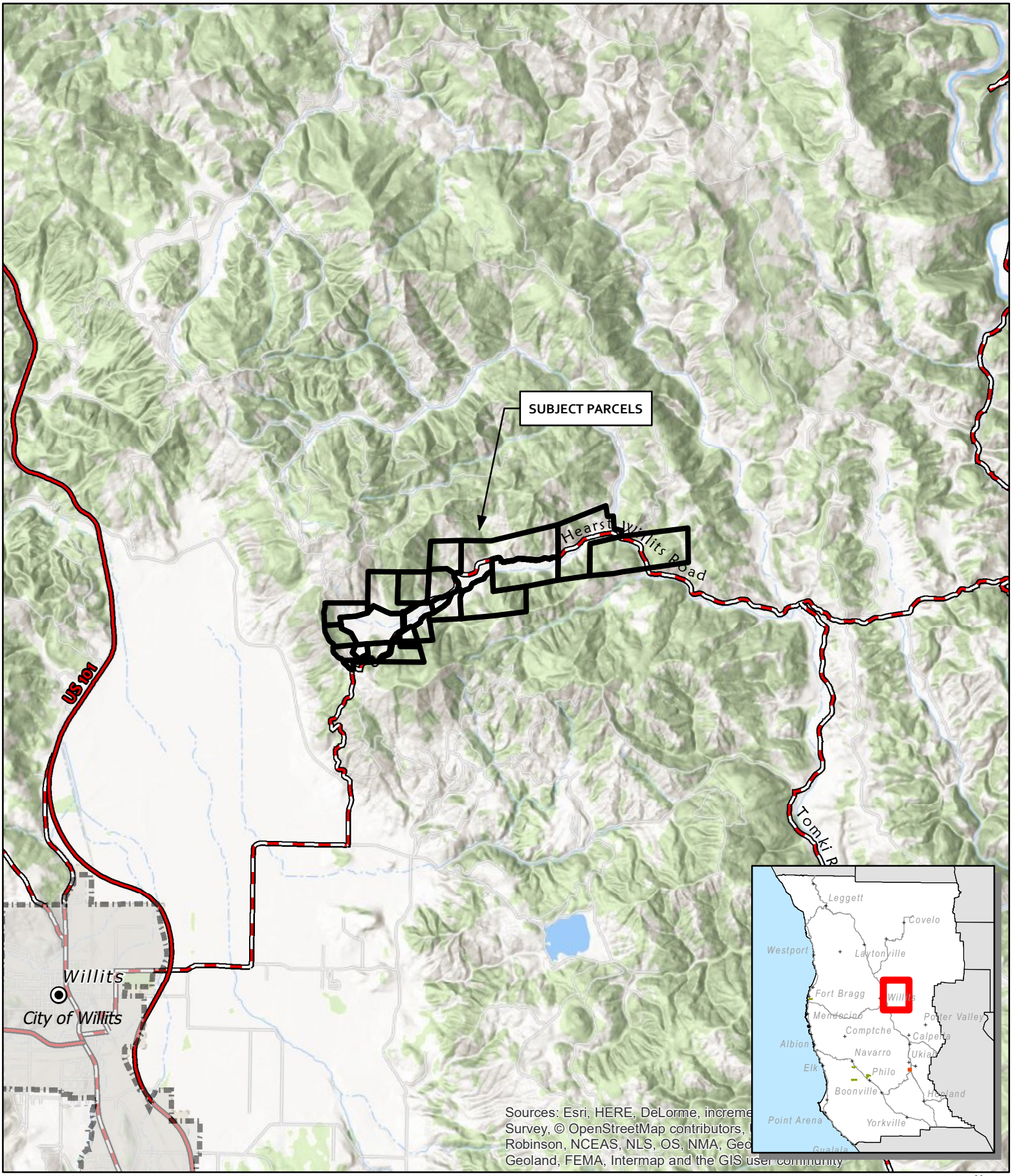
1/7/2025
DATE

Shelby Miller
SHELBY MILLER
PLANNER II

ATTACHMENTS:

A. Location Map
B. Aerial Imagery
C. Topography Map
D. Zoning Display Map
E. General Plan Classifications
F. Adjacent Parcels
G. Fire Hazard Zones and Responsibility Areas
H. Wildland-Urban Interface Zones
I. Wetlands
J. Farmland Classifications
K. Existing Cannabis Sites
L. Permit Requirements for New Cannabis Cultivation Sites Table
M. Permit Requirements for Cannabis Facilities Table
N. Parcels Within the Proposed District
O. Application
P. Petitions Demonstrating Support

DRAFT RESOLUTIONS AND EXHIBITS A & B



CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

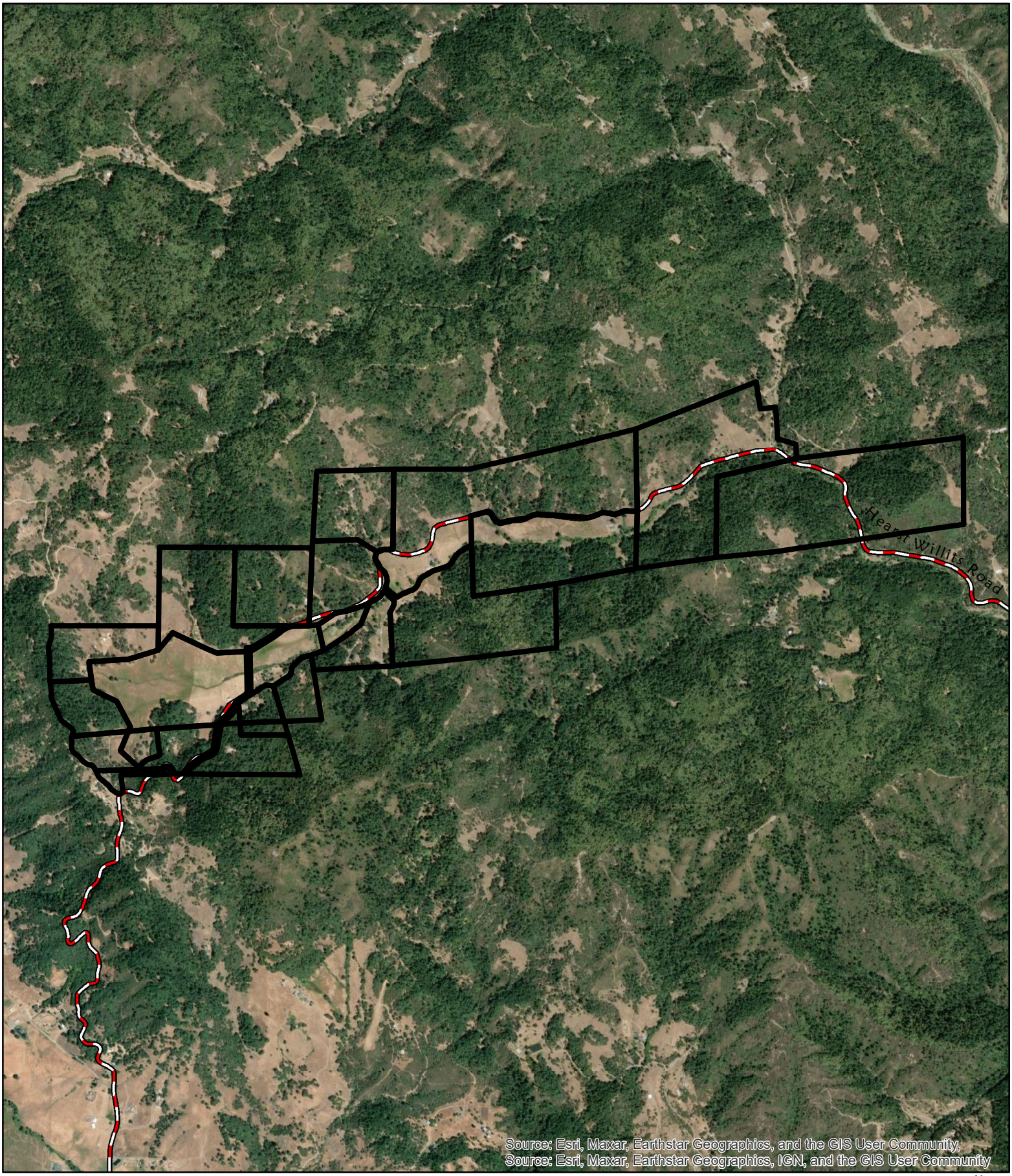
Major Towns & Places
Major Roads
City Limits
Highways

0 2,750 5,500 Feet
0 0.5 1 Miles

1:63,360

LOCATION

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

Major Roads

0 1,100 2,200 Feet
0 0.2 0.4 Miles

N W E S

1:25,221.07

AERIAL IMAGERY

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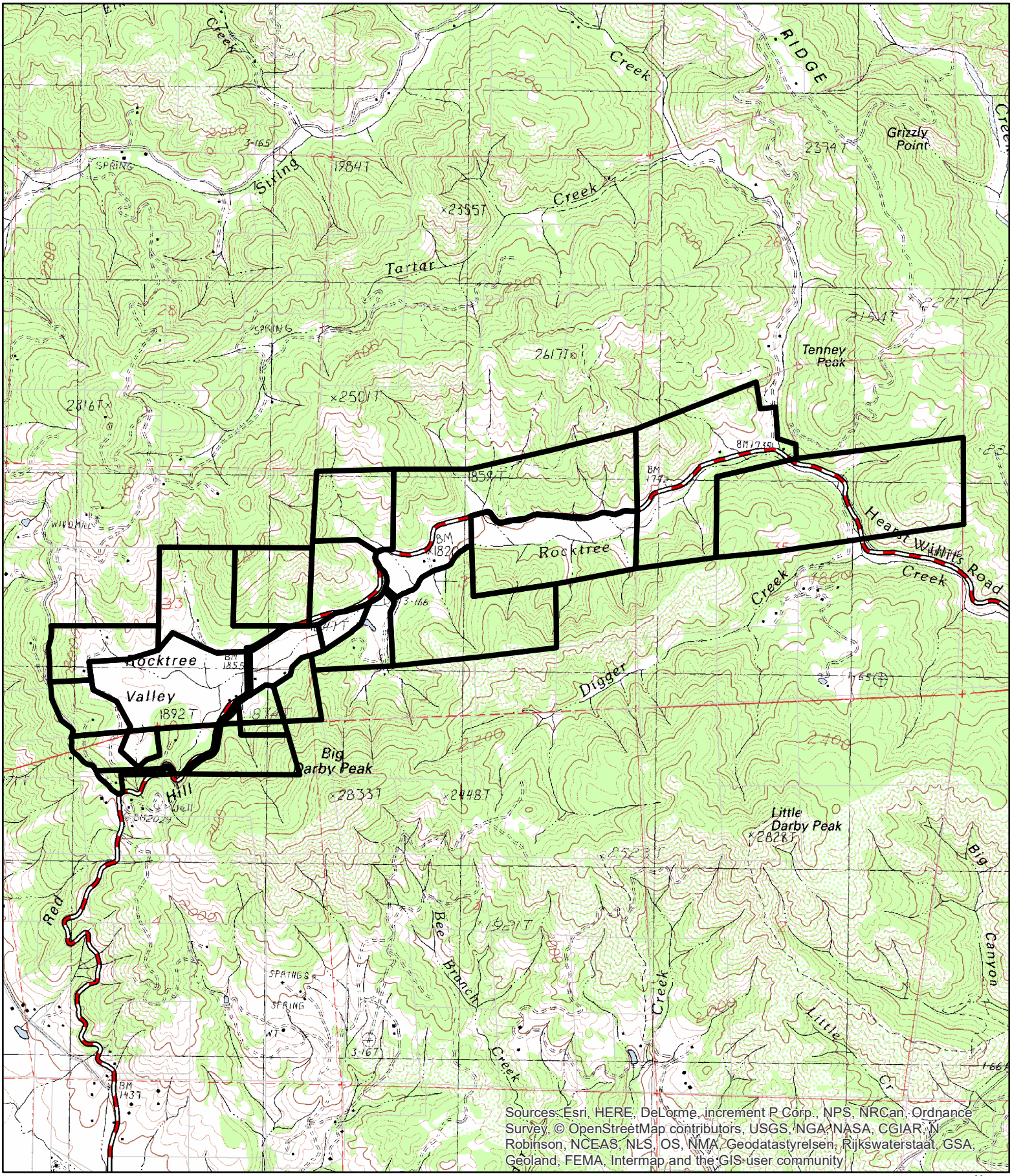

CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

Major Roads

Assessors Parcels

0 1,100 2,200 Feet
0 0.2 0.4 Miles

N W E S

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TOPOGRAPHIC MAP
CONTOUR INTERVAL IS 40 FEET

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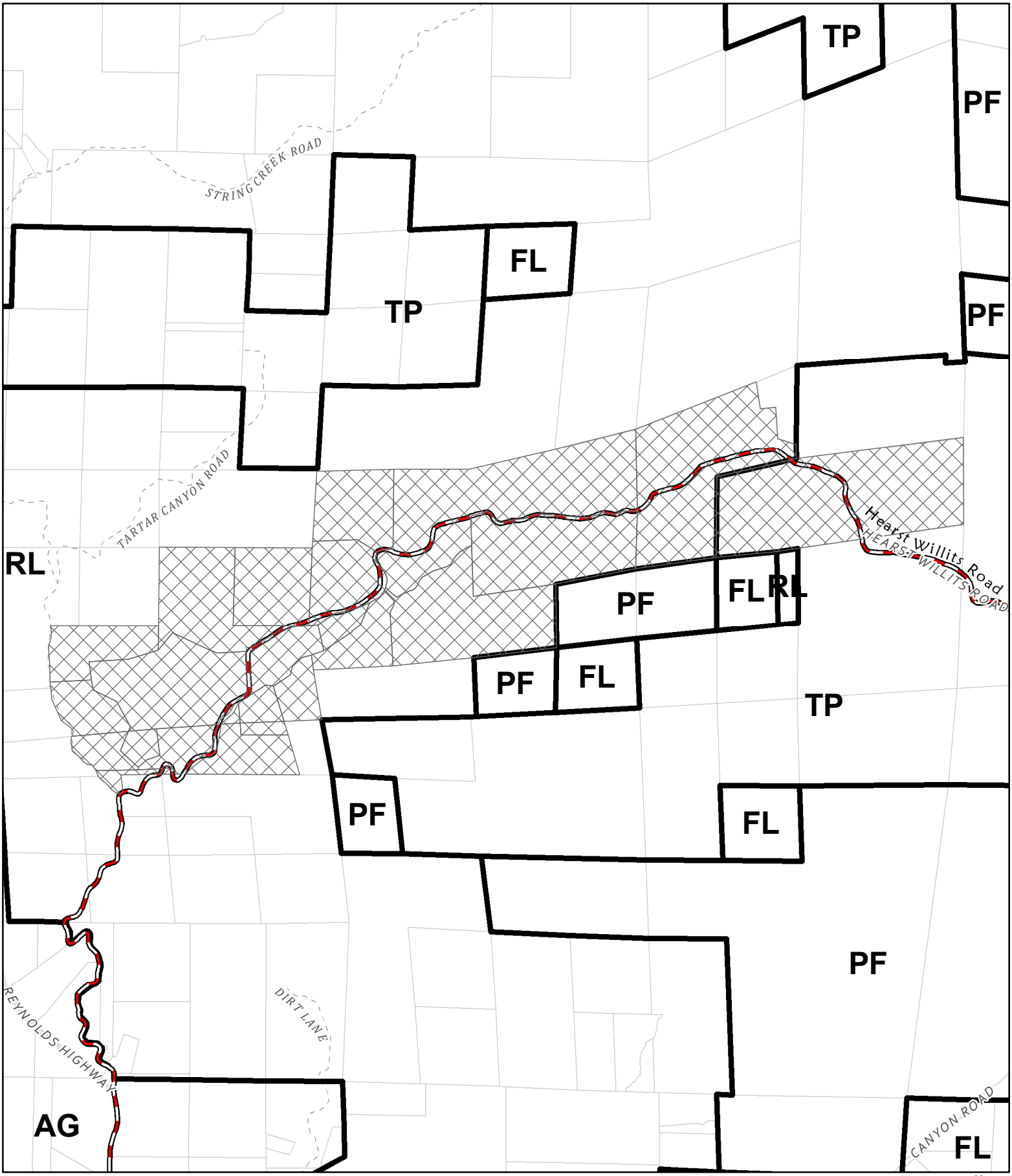

CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

Major Roads
Private Roads
Zoning Districts
Assessors Parcels
Public Roads

0 1,100 2,200 Feet
0 0.2 0.4 Miles

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W E
S

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ZONING

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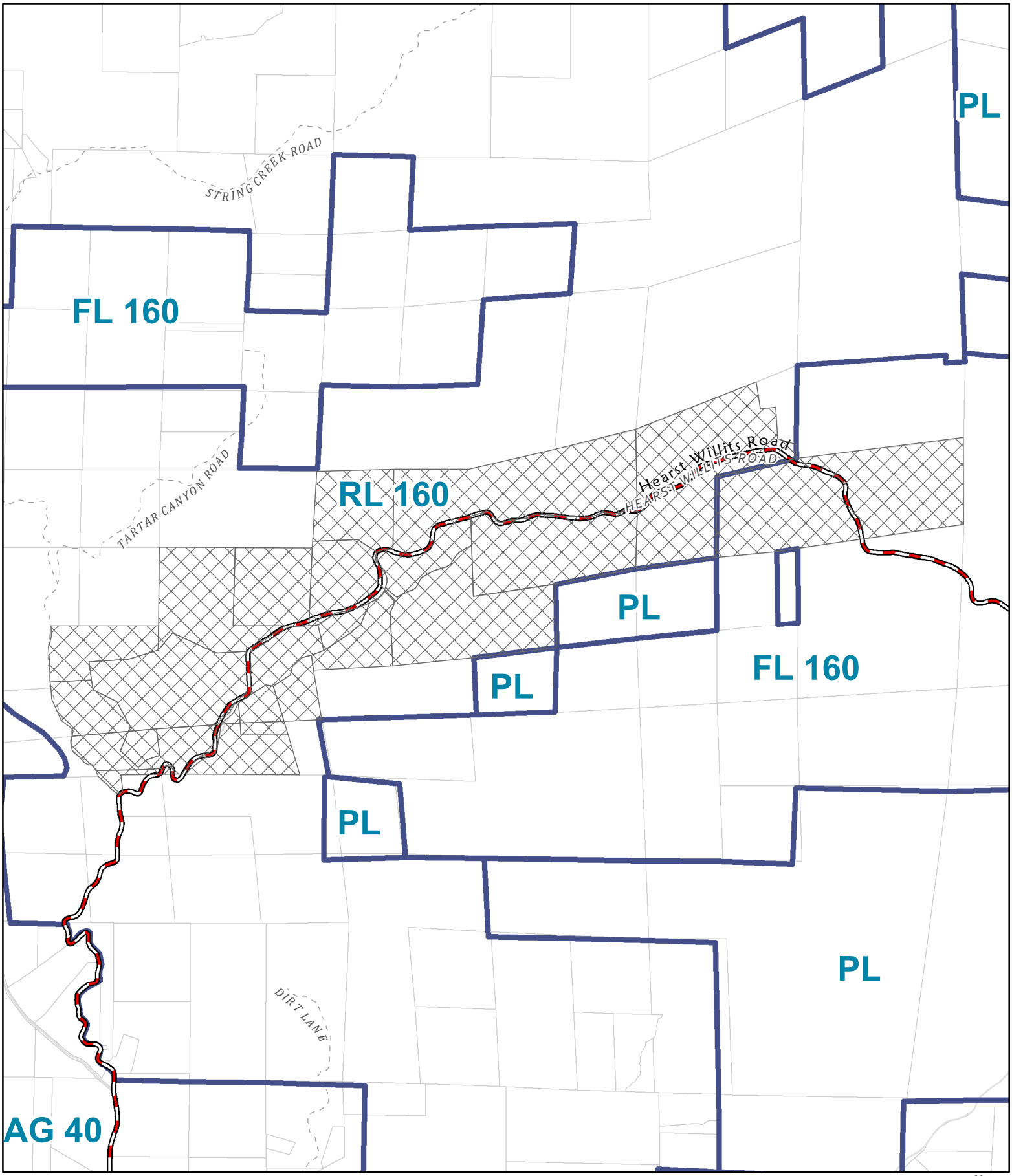

CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

Major Roads
Public Roads
Private Roads
Assessors Parcels

0 1,100 2,200 Feet
0 0.2 0.4 Miles

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GENERAL PLAN

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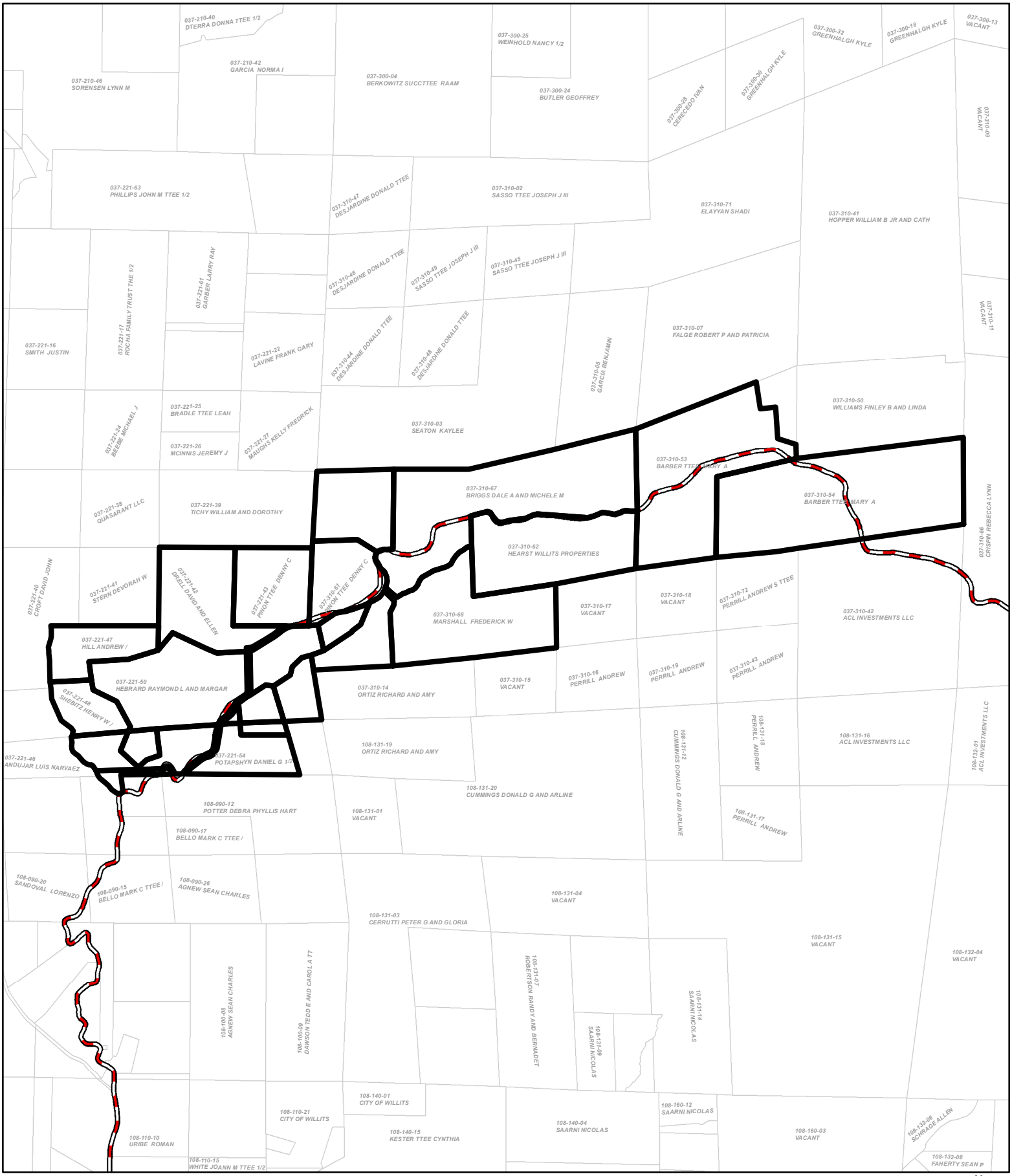

CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

Major Roads

Assessors Parcels

0 1,100 2,200 Feet
0 0.2 0.4 Miles

N W E S

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ADJACENT PARCELS

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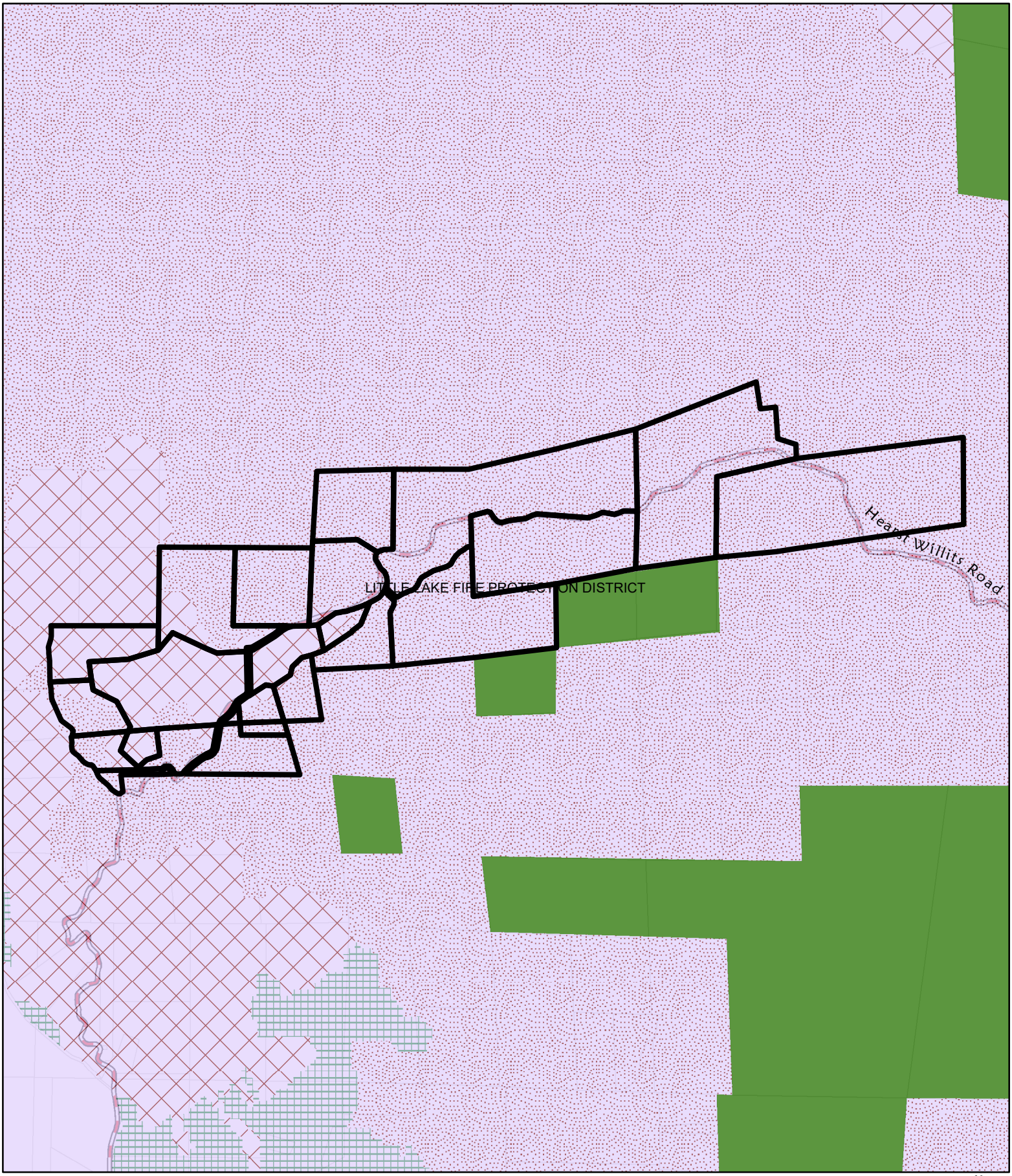

CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

FRA
Very High Fire Hazard
High Fire Hazard
Moderate Fire Hazard
County Fire Districts
Major Roads
Assessors Parcels

0 1,100 2,200 Feet
0 0.2 0.4 Miles

N W E S

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FIRE HAZARD ZONES & RESPONSIBILITY AREAS
STATE RESPONSIBILITY AREA

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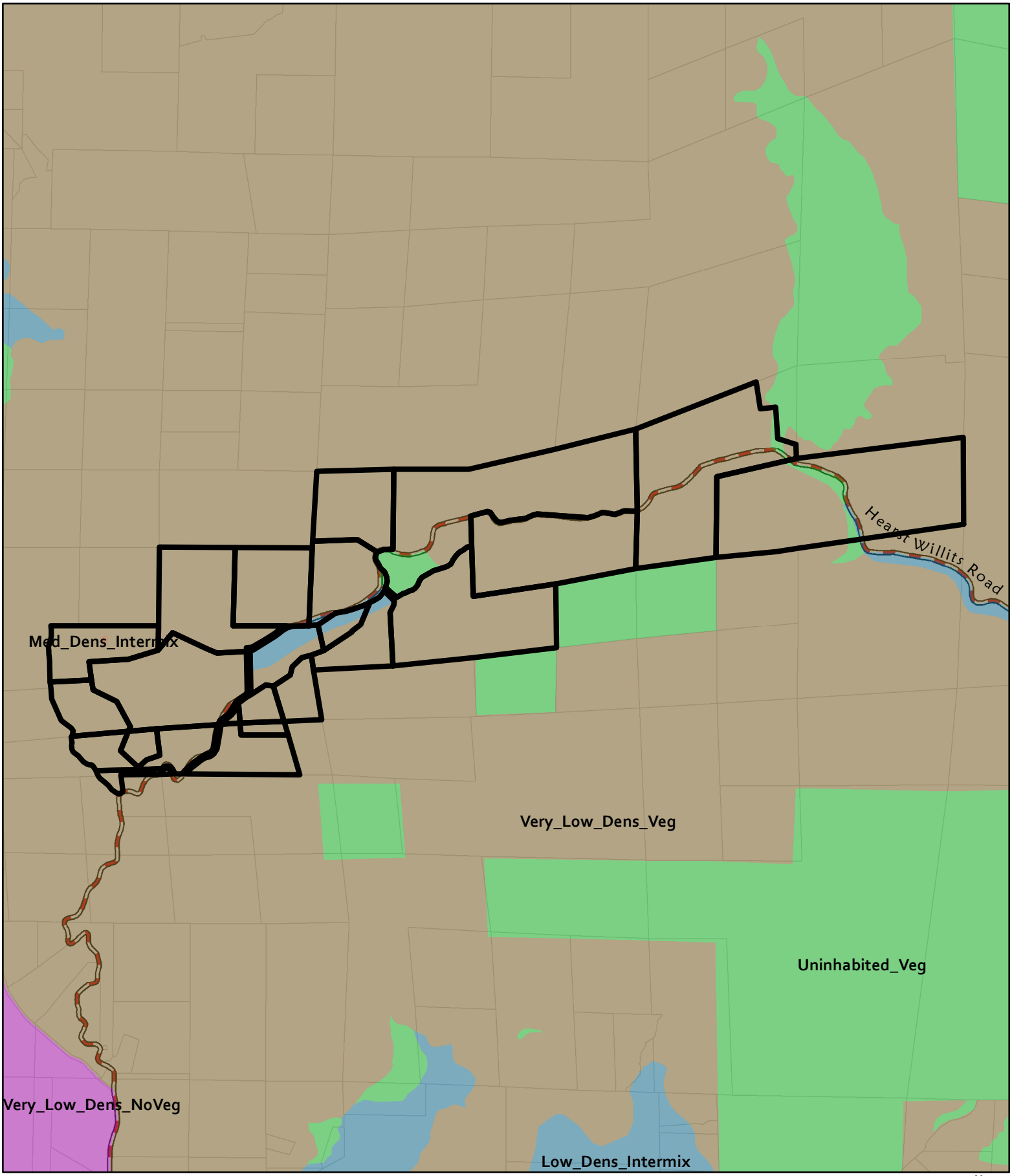

CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

Major Roads

Assessors Parcels

0 1,100 2,200 Feet
0 0.2 0.4 Miles

N W E S

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WILDLAND-URBAN INTERFACE

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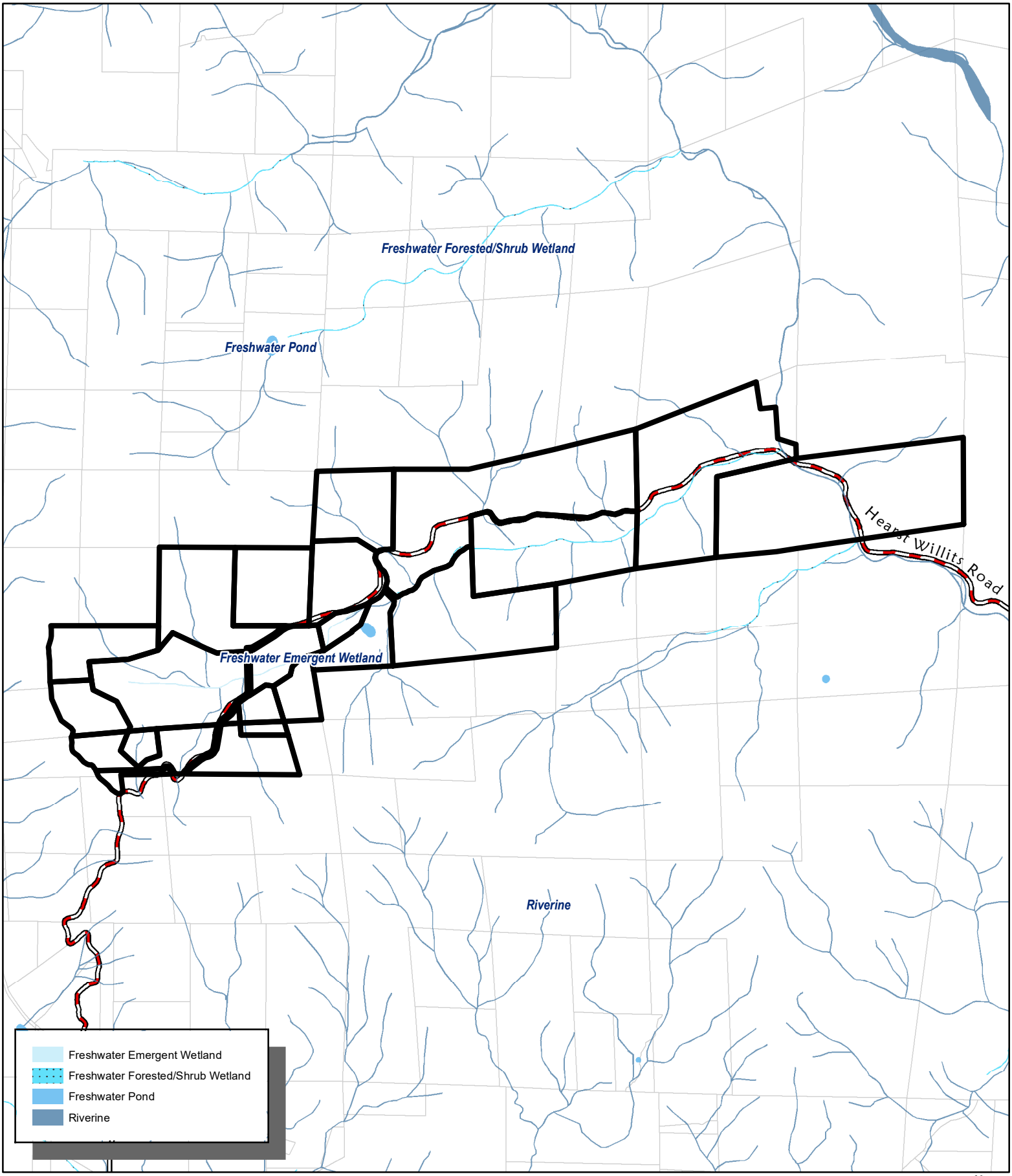


CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

Major Roads
Assessors Parcels

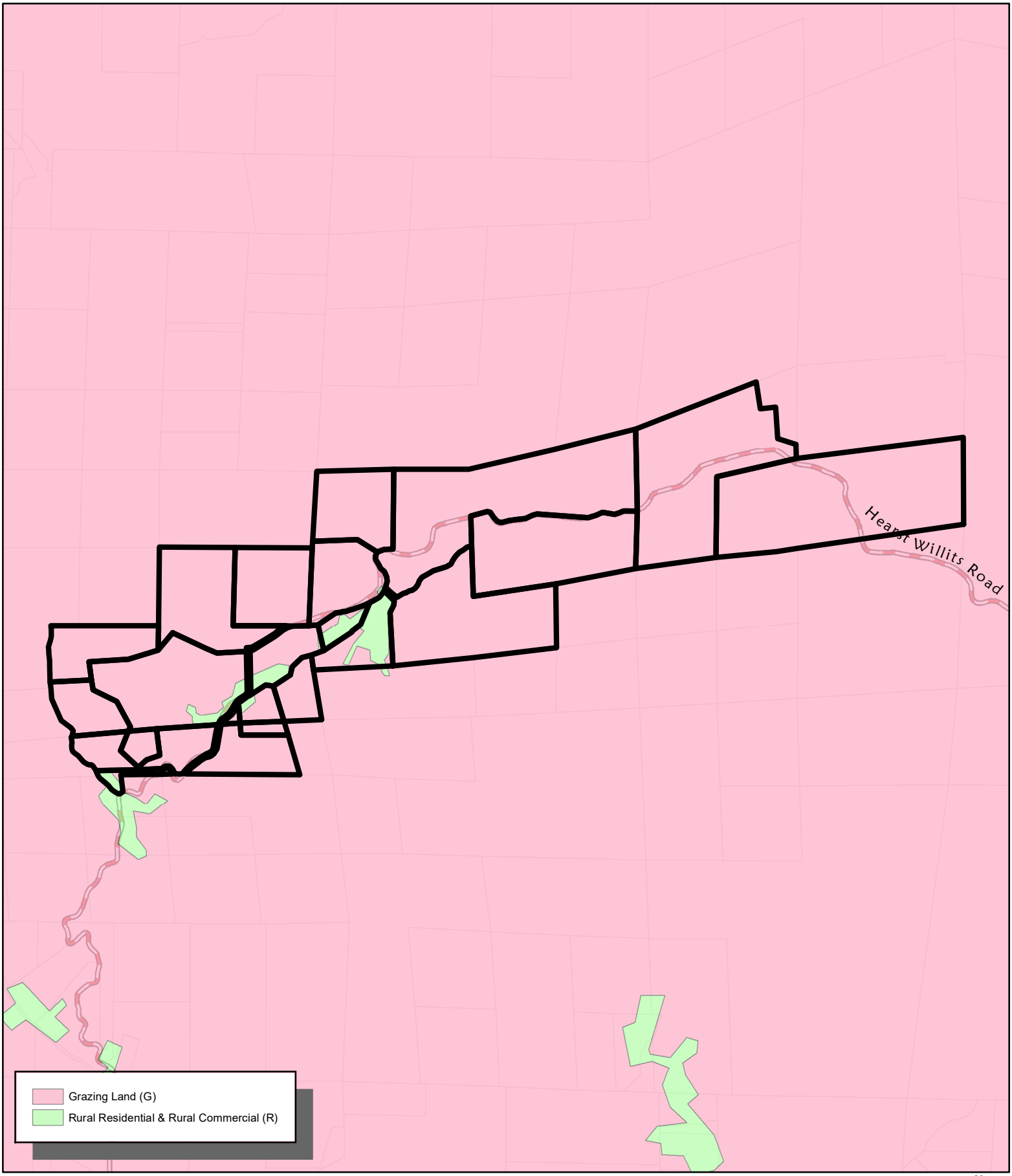
0 1,100 2,200 Feet
0 0.2 0.4 Miles

N W E S

1:25,221.07

WETLANDS

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits

Major Roads
Assessors Parcels

0 1,100 2,200 Feet
0 0.2 0.4 Miles

N W E S

1:25,221.07

FARMLAND CLASSIFICATIONS

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
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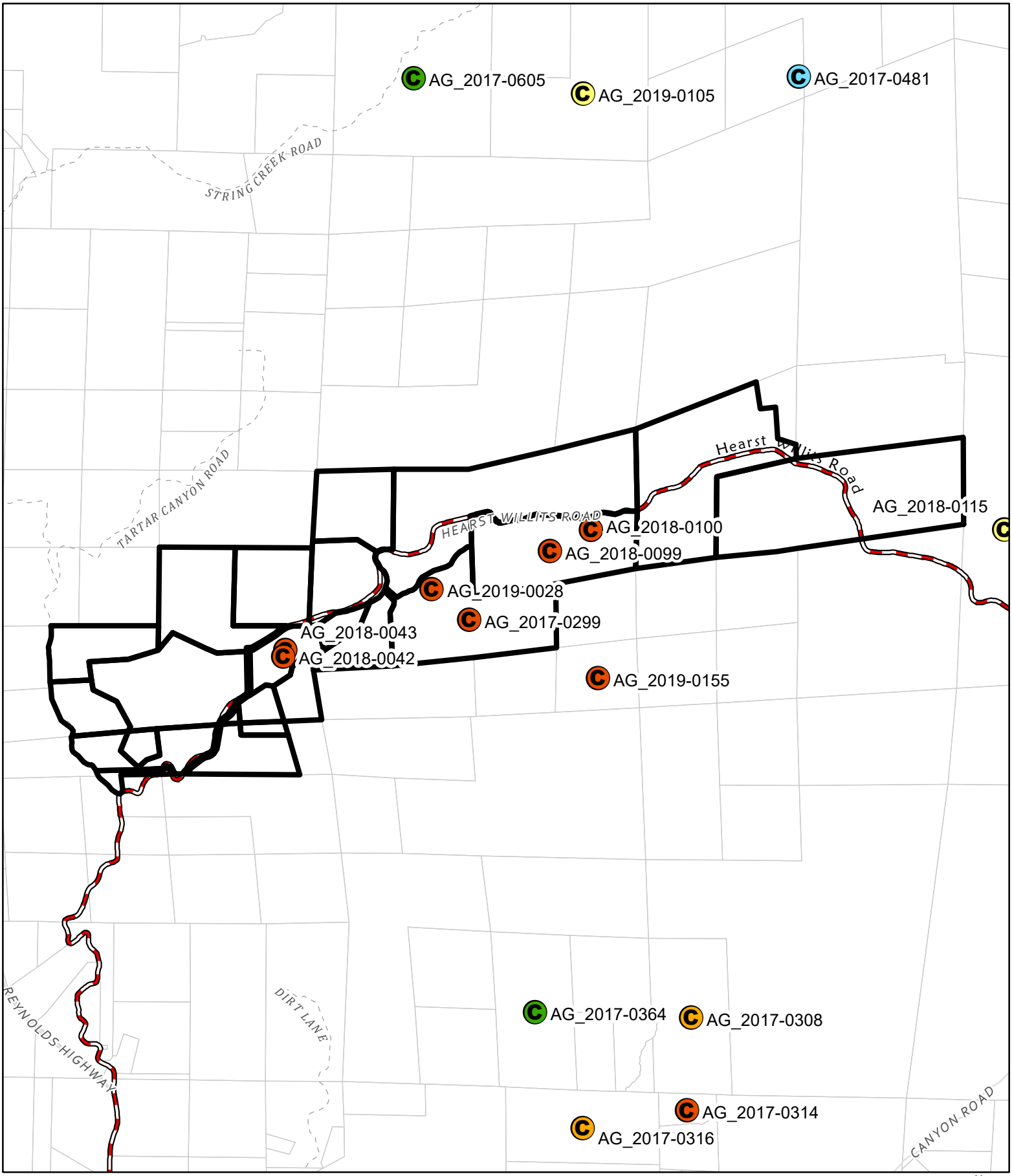

CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Rd., Willits

Major Roads
Public Roads
Private Roads
Assessors Parcels
DENIED
RENEWAL INCOMPLETE
RENEWAL ISSUED
UNDER REVIEW
WITHDRAWN

0 1,100 2,200 Feet
0 0.2 0.4 Miles

N W E S

1:25,221.07

CANNABIS SITES

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DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

Sec. 20.242.060 - New Cannabis Cultivation Sites.

(A) Except as provided in Section 20.242.050, on or after January 1, 2020, new cannabis cultivation sites may be permitted in accordance with this section.

(B) All new cannabis cultivation sites shall be consistent with the General Limitations on Cultivation of Cannabis, Section 10A.17.040; provided, however, that an applicant may seek a reduction in the setback requirements as stated in paragraph (D) of this section.

(C) Cultivation sites, operated in conformance with the MCCO, may be allowed on a legal parcel with an approved Zoning Clearance, Administrative Permit or Minor Use Permit, as required for the zoning district in which the cultivation site is located and listed in Table 2.

TABLE 2

Zoning Permit Requirement for New Cannabis Cultivation by Zoning District and Cannabis Cultivation Ordinance Permit Type

MCCO Permit Type		C Sm Outdoor	C-A Sm Indoor, Artificial Light		C-B Sm, Mixed Light	1 Med Outdoor	1-A Med Indoor, Artificial Light	1-B Med Mixed Light	2 Lg Outdoor	2-A Lg Indoor, Artificial Light	2-B Lg Mixed Light	4 Nursery
Min Parcel Area (ac)		2	2		2	5	5	5	10	10	10	10
Cultivation Area Limit (sf)		2,500	500	501—2,500	2,500	2,501—5,000	2,501—5,000	2,501—5,000	5,001—10,000	5,001—10,000	5,001—10,000	22,000
Zoning District	RR 5* [1]	ZC	AP	UP	ZC	ZC	—	ZC	—	—	—	—
	RR 10	ZC	AP	UP	ZC	ZC	—	ZC	ZC	—	ZC	ZC
	AG	ZC	AP	UP	ZC	ZC	—	ZC	ZC	—	ZC	ZC
	UR	ZC	AP	UP	ZC	ZC	—	ZC	ZC	—	ZC	ZC
	I1* [2]	ZC	ZC	ZC	ZC	—	ZC	ZC	ZC	—	ZC	ZC
	I2* [2]	ZC	ZC	ZC	ZC	—	ZC	ZC	ZC	—	ZC	ZC
	PI* [2]	ZC	ZC	ZC	ZC	—	ZC	ZC	ZC	—	ZC	ZC

— = Not Allowed, ZC = Zoning Clearance, AP = Administrative Permit, UP = Minor Use Permit

*1 Parcels in the RR-5 zoning district must have a minimum parcel size of five (5) acres.

*2 Parcels in Industrial zoning districts are not subject to a minimum parcel area.

(D) Setback Reduction. A reduction in the setback from a legal parcel line required by Section 10A.17.040 may be allowed with an Administrative Permit, approved according to Section 20.242.070(C), provided that the approved setback reduction is fifty (50) feet or greater from an adjoining property under separate ownership or access easement, whichever is most restrictive and the location of the cannabis cultivation site continues to comply with the required setback from an occupied legal residential structure.

(Ord. No. 4381 , § 2, 4-4-2017; Ord. No. 4408 , § 20, 4-28-2018; Ord. No. 4420 , § 7, 12-4-2018)

Table 1

Permit Requirements for Processing, Manufacturing, Testing, Retailers, Distribution, and Microbusiness by Zoning District and Cannabis Facilities Code Permit Type

Permit Type			6-A and 6-M	7-A and 7-M	8-A and 8-M	10-M and 10-A	11-A and 11-M	12-A
		Processing	Manufacturing Level 1 (Non-volatile) **	Manufacturing Level 2 (Volatile)	Testing	Retail/Dispensary	Distribution	Microbusiness
Zoning District	RR 2	—	—	—	—	—	—	—
	RR 5	—	—	—	—	—	—	—
	RR 10	—	—	—	—	—	—	—
	R3	—	—	—	—	—	—	—
	RC	AP	AP	UP	UP	UP	UP	UP
	SR	—	—	—	—	—	—	—
	AG	AP	—	—	—	—	—	—
	UR	AP	—	—	—	—	—	—
	RL	AP	—	—	—	—	—	—
	FL	AP	—	—	—	—	—	—
	TPZ	—	—	—	—	—	—	—
	C1	AP	—	—	—	ZC	—	—
	C2	AP	UP	—	ZC	ZC	UP	AP
	I1	ZC	ZC	AP	ZC	UP	ZC	AP
	I2	ZC	ZC	AP	ZC	UP	ZC	AP
	PI	ZC	ZC	AP	ZC	UP	ZC	AP

— = Not Allowed,

ZC = Zoning Clearance,

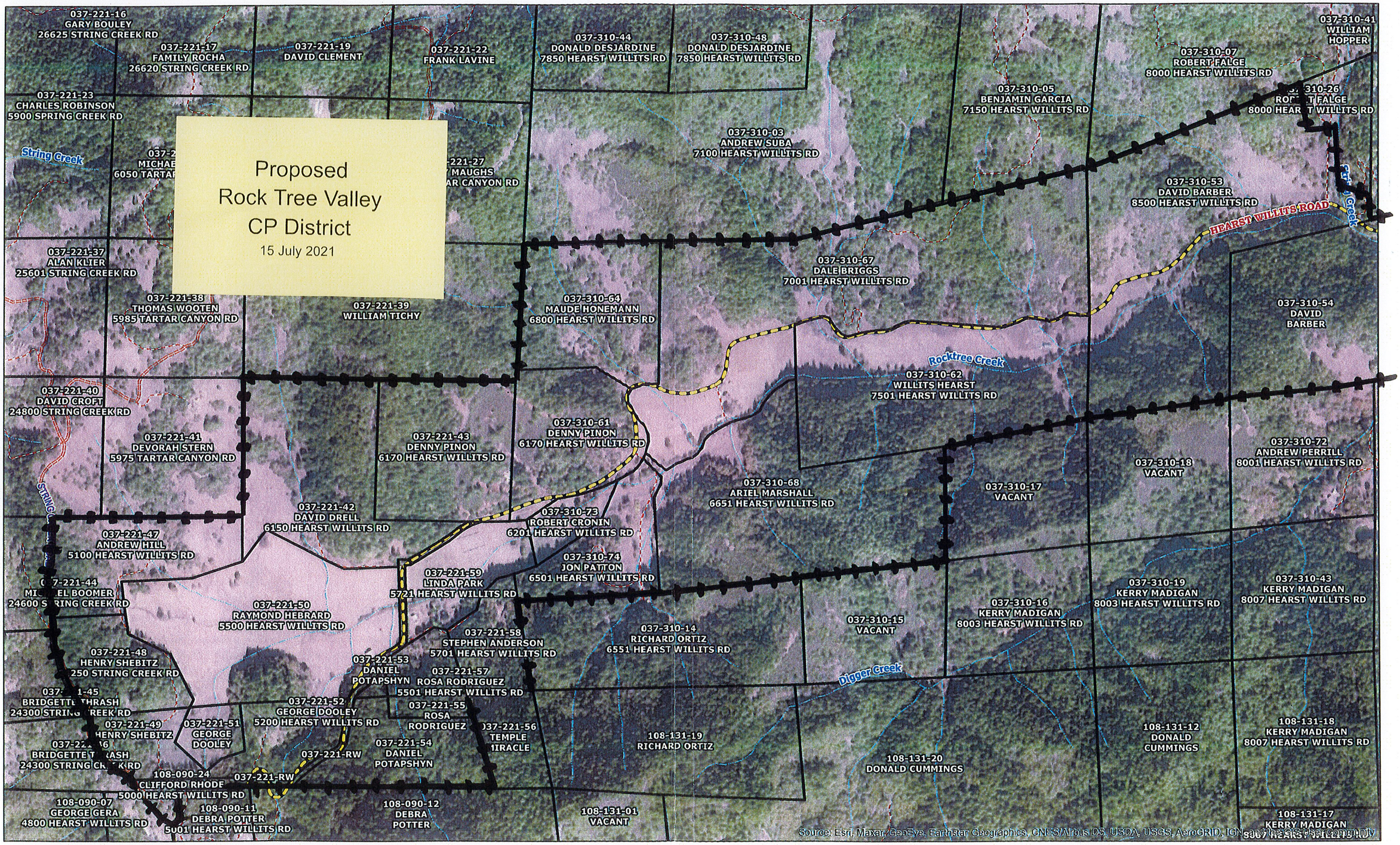
AP = Administrative Permit,

UP = Minor Use Permit,

MUP = Major Use Permit

* See Section 20.243.040(A)(2) regarding processing of cannabis grown on site.

** See Section 20.243.040(B)(2) regarding home manufacturing exception.



Map produced by Mendocino County Assessors Office Mapping Department March, 2021.
NAIP photo from 2018. Assessors parcel data updated 2019. Road data updated July 2016.
THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND. Spatial data is approximate. PARCEL POSITIONS ARE ESTIMATES ONLY.
Reasonable effort has been made to ensure the accuracy of the map and data provided, however errors and omissions may still exist.
The positional accuracy of the data is approximate and is not intended to represent surveyed information. Do not make a business decision based on this map and data.

DO NOT USE THIS MAP TO DETERMINE PROPERTY BOUNDARIES.

1:10,000
1 inch = 833 feet

0 400 800 1,600 2,400 3,200 Feet

N

To: Mendocino County Planning and Building Services

We have worked with our district supervisor, John Haschak, and with his support we are submitting this application for a Commercial Cannabis Prohibition Combining District.

Hereby, we are amending our previous application and resubmitting it for approval. Our prior application included, within the proposed district, a parcel with a cannabis cultivation application under review. This property owner is no longer pursuing a cultivation permit and supports the formation of the proposed CP District. The property owner wishes to be included in the CP district and has signed the attached petition as evidence of their support. No other legal growers or applicants are within the proposed district.

All other aspects of our application remain the same, which should minimize staff time and simplify the required hearings. The application form, the map and the properties included in the proposed district remain unchanged.

We paid the standard project fee of $5,804.00 with our original application. As our project is small we believe the original fee should be sufficient to cover the cost of this straightforward re-application and an abbreviated review relying largely on the staff work done on our original application.

Our application is in full compliance with the intent and all provisions of the CP district ordinance as enacted by the Board of Supervisors with wide support from the county's residents.

The layer of protection provided by a CP district is important to us due to the continued pressure from the cannabis lobby to expand commercial cannabis within our county. Allowing cannabis in our neighborhood would be a land use change that we do not want. The proposed CP District provides that protection without diminishing any existing property rights.

Thank you for your consideration of our application.

NR , 2-12-2024

Robert Cronin - applicant date

This application consists of:

1. ***This letter, 2-12-2024***
2. Application Form, 9-21-2021 ***(unchanged)***
3. Attachment A - Parcels Within the Proposed District ***(unchanged)***
4. Attachment B - Project Description ***(unchanged)***
5. Map - Proposed Rock Tree Valley CP District, 7-15-2021 ***(unchanged)***
6. Attachment C - Petitions Demonstrating Support ***(2-12-2024: added one petition for APN 037-310-68)***

PLANNING & BUILDING SERVICES

CASE NO:	R 2024-0001
DATE FILED:	2.12.2024
FEE:	$ 7,869.00
RECEIPT NO:	PRJ 060842
RECEIVED BY:	STEVEN SWITZER

Office Use Only

APPLICATION FORM

APPLICANT:

Name: Robert Cronin Phone: 707.459.3353

Mailing Address: 6201 Hearst Willits Road

City: Willits State/Zip: CA Email: nomof ungiwillits@gmail.com

PROPERTY OWNER:

Name: Various Phone:

Mailing Address:

City: State/Zip: Email:

AGENT:

Name: NA Phone:

Mailing Address:

City: State/Zip: Email:

ASSESSOR'S PARCEL NUMBER/S: See Attachment A.

TYPE OF APPLICATION:

- ☐ Administrative Permit
- ☐ Agricultural Preserve: New Contract
- ☐ Agricultural Preserve: Cancellation
- ☐ Agricultural Preserve: Rescind & ReEnter
- ☐ Airport Land Use
- ☐ Development Review
- ☐ Exception
- ☐ Flood Hazard Development Permit
- ☐ General Plan Amendment
- ☐ Land Division – Minor
- ☐ Land Division – Major
- ☐ Land Division – Parcel
- ☐ Land Division – Re-Subdivision
- ☐ Modification of Conditions
- ☐ Reversion to Acreage
- ☒ Rezoning
- ☐ Use Permit – Cottage
- ☐ Use Permit – Minor
- ☐ Use Permit – Major
- ☐ Variance
- ☐ Other

I certify that the information submitted with this application is true and accurate.

Signature of Applicant/Agent	Date	Signature of Owner	Date
	9-21-2021		2-12-2024

SITE AND PROJECT DESCRIPTION QUESTIONNAIRE

The purpose of this questionnaire is to relate information concerning your application to the Department of Planning and Building Services and other agencies who will be reviewing your project proposal. Please remember that the clearer picture that you give us of your project and the site, the easier it will be to promptly process your application. Please answer all questions. Those questions which do not pertain to your project please indicate "Not applicable" or "N/A".

THE PROJECT

1. Describe your project. Include secondary improvements such as wells, septic systems, grading, vegetation removal, roads, etc.

The designation of a Commercial Cannabis Prohibition Combining District in the neighborhood of Rock Tree Valley as provided for by Chapter 20.119 of the Mendocino County Code. See Attachment B for a full description.

Also, see Attachment C for the petitions demonstrating support for the proposed district signed by over 60% of the affected property owners as required by Chapter 20.119.

2. Structures/Lot Coverage	**NO. OF UNITS**		**SQUARE FOOTAGE**		
	EXISTING	**PROPOSED**	**EXISTING**	**PROPOSED**	**TOTAL**
☐ Single Family ☐ Mobile Home ☐ Duplex ☐ Multifamily ☐ Other: ☐ Other:					
GRAND TOTAL (Equal to gross area of Parcel): NA					

3. If the project is commercial, industrial or institutional, complete the following:

Estimated No. of Employees per shift: NA

Estimated No. of shifts per day: _____

Type of loading facilities proposed: _____

4. Will the project be phased?

☐ YES ■ NO If yes, explain your plans for phasing:

5. Will vegetation be removed on areas other than the building sites and roads?

☐ YES ■ NO If no, explain:

6. Will the project involve the use or disposal of potentially hazardous materials such as toxic substances, flammables, or explosives?

☐ YES ■ NO If yes, explain:

7. How much off-street parking will be provided?

	Number	Size
No. of covered spaces:	NA	
No. of uncovered spaces:		
No. of standard spaces:		
No. of accessible spaces:		
Existing no. of spaces:		
Proposed additional spaces:		
Total:		

8. Is any road construction or grading planned? If yes, grading and drainage plans may be required.

☐ YES ■ NO Also, please describe the terrain to be traversed. (e.g., steep, moderate slope, flat, etc.)

9. For grading or road construction, complete the following:

Amount of cut: NA cubic yards

Amount of fill: _____ cubic yards

Max. height of fill slope: _____ feet

Max. height of cut slope: _____ feet

Amount of import/export: _____ cubic yards

Location of borrow or disposal site: _____

10. Does the project involve sand removal, mining or gravel extraction? If yes, detailed extraction, reclamation and monitoring plans may be required.

☐ YES ■ NO

11. Will the proposed development convert land currently or previously used for agriculture to another use?

☐ YES ■ NO

12. Will the development provide public or private recreation opportunities?

☐ YES ■ NO If yes, explain how:

NA

13. Is the proposed development visible from State Highway 1 or other scenic route?

☐ YES ■ NO

14. Is the proposed development visible from a park, beach or other recreational area?

☐ YES ■ NO

15. Does the development involve diking, filling, dredging or placing structures in open coastal water, wetlands, estuaries or lakes?

Diking: ☐ YES ■ NO
Filling: ☐ YES ☐ NO
Dredging: ☐ YES ☐ NO
Structures: ☐ Open Coastal Waters ☐ Wetlands ☐ Estuaries ☐ Lakes

If so, what is the amount of material to be dredged/filled?: _____ cubic yards

Location of dredged material disposal site?: _____

Has a U.S. Army Corps of Engineers permit been applied for? ☐ YES ☐ NO

16. Will there be any exterior lighting?

☐ YES ■ NO If yes, describe below and identify the location of all exterior lighting on the plot and building plans.

17. Utilities will be supplied to the site as follows:

Electricity: ☐ Utility Company (service exists to parcel)
☐ Utility Company (requires extension of service to site): _____ feet _____ miles
☐ On Site Generation – Specify:

Gas: ☐ Utility Company/Tank
☐ On Site Generation – Specify:
☐ None

Telephone: ☐ YES ☐ NO

18. What will be the method of sewage disposal?

☐ Community Sewage System (specify supplier): NA

☐ Septic Tank

☐ Other (specify): _____

19. What will be the domestic water source:

☐ Community Water System (specify supplier): NA

☐ Well

☐ Spring

☐ Other (specify): _____

20. Are there any associated projects and/or adjacent properties under your ownership?

☐ **YES** ■ **NO** If yes, explain: (e.g., Assessor's Parcel Number, address, etc.)

21. List and describe any other related permits and other public approval required for this project, including those required by other County departments, city, regional, State and Federal agencies:

None

22. Describe the location of the site in terms of readily identifiable landmarks: (e.g., mailboxes, mile posts, street intersections, etc.)

See attached Proposed Rock Tree Valley CP District map, dated 15 July 2021.

23. Are there existing structures on the property? If yes, describe below and identify the use of each structure on the plot plan or tentative map if the proposal is for a subdivision.

☐ **YES** ☐ **NO**

NA

24. Will any existing structure be demolished or removed? If yes, describe the type of development to be demolished or removed, including the relocation site, if applicable.

☐ **YES** ☐ **NO**

NA

25. What is the maximum height of all structures?

Existing: NA feet

Proposed: _____ feet

26. What is the gross floor areas of all structures, including covered parking and accessory buildings?

Existing: NA square feet

Proposed: _____ square feet

27. What is the total lot area within property lines?

Total Lot Area: NA ☐ acres ☐ square feet

28. Briefly describe the project site as it exists before the project, including information on existing structures and their uses, slopes, soil stability, plants and animals, and any cultural, historical or scenic aspects. Attach any photographs of the site that you feel would be helpful:

See Attachment B.

29. Briefly describe the surrounding properties, including information on plants, animals and any cultural, historic or scenic aspects. Indicate the type of land use (use chart below) and its general intensity. Attach any photographs of the vicinity that you feel would be helpful.

See Attachment B.

30. Indicate the surrounding land uses:

	Vacant	Residential	Agriculture	Commercial	Industrial	Public Facility	Timberland	Other
North:	■	☐	☐	☐	☐	☐	☐	■
East:	■	☐	☐	☐	☐	☐	☐	■
South:	■	☐	☐	☐	☐	☐	☐	■
West:	■	☐	☐	☐	☐	☐	☐	■

CERTIFICATION AND SITE VIEW AUTHORIZATION

1. I hereby certify that I have read this completed application and that, to the best of my knowledge, the information in this application, and all attached appendices and exhibits, is complete and correct. I understand that the failure to provide any requested information or any misstatements submitted in support of the application shall be grounds for either refusing to accept this application, for denying the permit, for suspending or revoking a permit issued on the basis of such misrepresentations, or for seeking of such further relief as may seem proper to the County.

2. I hereby grant permission for County Planning and Building Services staff and hearing bodies to enter upon and site view the premises for which this application is made in order to obtain information necessary for the preparation of required reports and render its decision.

_____ 9-21-2021

Owner/Authorized Agent Date

NOTE: IF SIGNED BY AGENT, OWNER MUST SIGN BELOW. 2-12-2024

AUTHORIZATION OF AGENT

I hereby authorize_____to act as my representative and to bind me in all matters concerning this application.

_____ _____

Owner Date

MAIL DIRECTION

To facilitate proper handling of this application, please indicate the names and mailing addresses of individuals to whom you wish correspondence and/or staff reports mailed if different from those identified on Page 1 of the application form.

Name	Name	Name
Robert Cronin	Maude Honemann	
Mailing Address	**Mailing Address**	**Mailing Address**
6201 Hearst Willits Road Willits, CA 95490	6800 Hearst Willits Road Willits, CA 95490	

Attachment A
Proposed Rock Tree Valley CP District, 15 July 2021
Parcels Within the Proposed District

The proposed district is comprised of the following parcels:

	APN's	Street Address
1	037-221-42	6150 Hearst Willits Road
2	037-221-43 & 037-310-61	6170 Hearst Willits Road
3	037-221-47	5100 Hearst Willits Road
4	037-221-48 & 037-221-49	24250 String Creek Road
5	037-221-50	5500 Hearst Willits Road
6	037-221-51 & 037-221-52	5200 Hearst Willits Road
7	037-221-53 & 037-221-54	(1)
8	037-221-55 & 037-221-57	5501 Hearst Willits Road
9	037-221-58	5701 Hearst Willits Road
10	037-221-59	5721 Hearst Willits Road
11	037-310-53 & 037-310-54	8500 Hearst Willits Road
12	037-310-62	7501 Hearst Willits Road
13	037-310-64	6800 Hearst Willits Road
14	037-310-67	7001 Hearst Willits Road
15	037-310-68	6651 Hearst Willits Road
16	037-310-73	6201 Hearst Willits Road
17	037-310-74	6501 Hearst Willits Road
18	108-090-24	5000 Hearst Willits Road

(1) Address not posted and not known to the Assessor

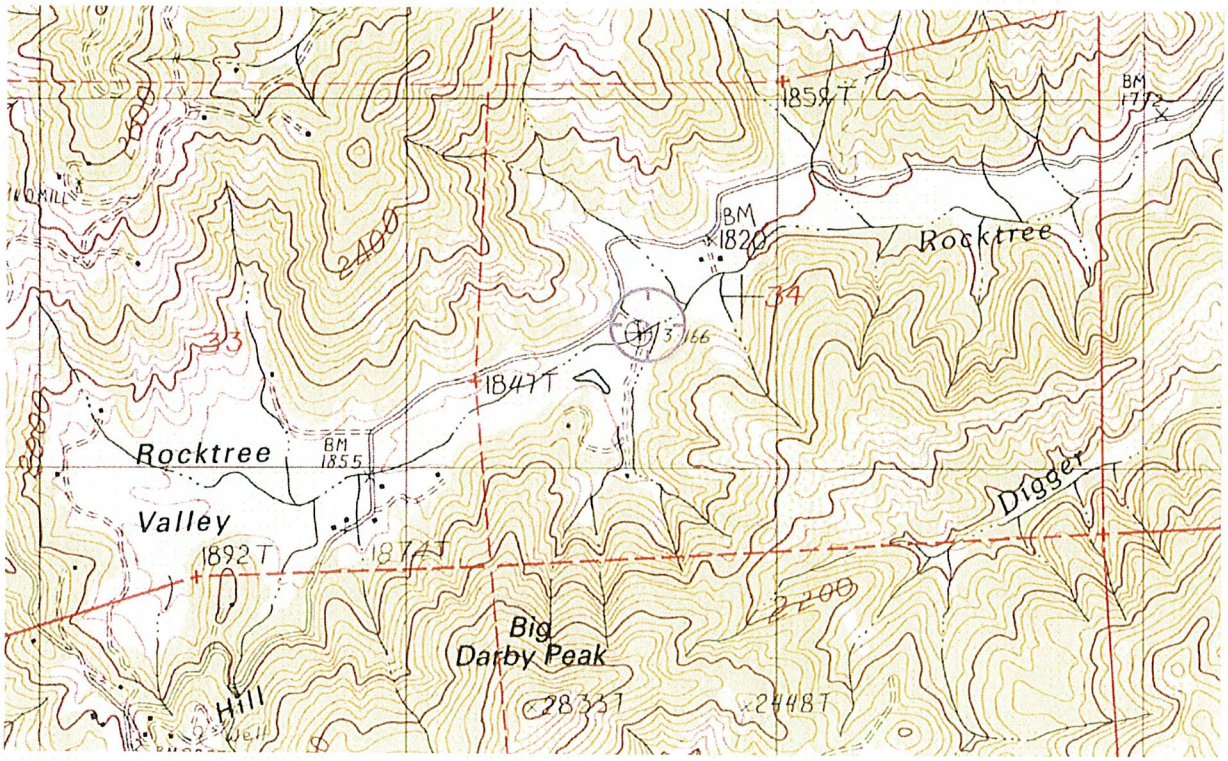
Attachment B
Proposed Rock Tree Valley CP District
Project Description

Project: The designation of a Commercial Cannabis Prohibition Combining District in the neighborhood of Rock Tree Valley as provided for by Chapter 20.119 of the Mendocino County Code.

The neighborhood is located east of Willits in a small, isolated, pocket valley along Rock Tree Creek and Hearst-Willits Road. The parcels within and bordering the proposed district are currently zoned as rangeland, forestland and TPZ. The proposed district comprises 18 contiguous legally-created parcels which exceeds the minimum of ten parcels required by Chapter 20.119. As required, over 60% of the affected property owners have demonstrated support for the proposed district by petition.

Current and recent historical use of the neighborhood has been residential with small-scale cattle grazing, horse ranching, and non-commercial gardening. The parcels within the proposed district allow residential use by right and most are in fact currently in such use. Many of the residents settled and built their homes in the neighborhood for the very reason that it was free of commercial and industrial operations and was protected by county codes from the degrading impacts of commercial cannabis.

The proposed district includes the flatlands in the valley floor which are predominantly meadows, pastures and wetlands as well as some of the surrounding slopes of forests, oak woodlands, chaparral and grasslands. A prominent feature of the neighborhood is Rock Tree Creek, a salmon and steelhead-bearing creek that runs the length of the proposed district and is part of the Eel River drainage. The watershed supports diverse plant and animal communities including bear, mountain lion, bobcat, fox, coyote and eagle.



The neighborhood is accessed from the Willits valley via a narrow and tightly winding county road, Hearst-Willits Road. The road is an old stage coach route that has been partially paved over which serves the needs of light residential use but is very unsuitable for commercial traffic. Within the proposed district this road transitions from aged pavement to chip seal to unpaved dirt, and in places is only a single lane in width.

Privately developed by each property owner, water for homes and livestock in the neighborhood comes from wells in the small aquifer beneath the valley floor and a few springs in the surrounding hills. The available water is limited but sufficient for the current modest usage. Due to the small, finite size of the watershed, the valley's available water could easily be depleted if used for commercial cannabis and with no public water supply or alternative sources available, the current residents would be adversely affected. In addition, any increased water

usage for commercial cannabis would harm the fragile salmon and steelhead habitat in the valley. Commercial water usage would jeopardize the dry-season pools in the creek bed whose existence is tenuous at best, and which are essential for the reproductive cycle of the endangered fish.

The neighborhood is located in a Wildfire Risk Exposure area rated "Very High" (data from Cal Fire, CPUC) due to the dense vegetation and rugged terrain surrounding the valley floor, and to the arid microclimate of the valley. This risk-rating is significantly higher than the risk-ratings for the majority of the county, in part because of the extreme low humidity during the fire season that is characteristic of inland valleys located east of the coastal marine influence. Further, with the neighborhood's distance from firefighting resources and the steep and narrow access road, the predicted firefighting response time is accordingly long. As with any increase in human activity in a dry, fire-prone area, commercial cannabis operations would further increase the already high wildfire danger.

The applicant and the supporting property owners wish to preserve the character of the neighborhood which has remained essentially unchanged for decades and is notable for its beauty and tranquility. They wish to have all commercial cannabis operations prohibited in the proposed district to avoid undesirable traffic, dust, noise, visual impact on the landscape, environmental degradation, increased water consumption, and increased risk of wildfire.

Attachment B, page 4

To date, with three exceptions, the proposed district has avoided the impact of any significant commercial operations of any kind. The three exceptions have been commercial cannabis operations:

1. In 2018 a commercial cannabis operation located on rangeland within the proposed district caused over 700 gallons of diesel fuel to spill and flow into Rock Tree Creek. Cleanup was court-ordered but has never been completed. At some point, under a provisional county application, commercial cannabis activities resumed but were ended by the California Department of Fish & Wildlife and the county application was cancelled. Nonetheless, cannabis operations resumed yet again. Then in the spring of 2021 Fish & Wildlife once more raided the now illegal operation and shut it down. No signs of any active cleanup activities are apparent.
2. Fencing for a second commercial cannabis operation, provisionally allowed by the county, was begun on another rangeland parcel within the proposed district. Ultimately the permit was cancelled but the unused, collapsing fencing remains as a visual blight.
3. An illegal commercial cannabis operation was established this year on a third parcel within the proposed district and remains active. A forested area has been cleared without a timber harvest plan, cannabis growing supplies have been hauled in, and a large hoophouse/greenhouse structure, which can be clearly seen on aerial photos taken in 2021 and available on Google Maps, has been constructed.

Despite their intent, the existing cannabis regulations, permit processes and enforcement options have not protected the neighborhood from the undesirable effects of commercial cannabis. Recent and future movements to change the regulations are uncertain and may further weaken protections. The applicant and supporting property owners wish to have any such commercial cannabis activity clearly prohibited by the designation of a Commercial Cannabis Prohibition Combining District.

Attachment C

Proposed Rock Tree Valley CP District, 15 July 2021

Petitions Demonstrating Support

BN 2-12-2024

67%

Owners of ~~61%~~ of the parcels within the district have signed petitions.

There are 18 parcels within the district and owners of ~~11~~ 12 of these parcels have signed petitions.

~~11/18 = 61%~~

12/18 = 67%

Signed petitions for the parcels listed below are enclosed:

	APN's	Street Address
1	037-221-42	6150 Hearst Willits Road
2	037-221-43 & 037-310-61	6170 Hearst Willits Road
3	037-221-47	5100 Hearst Willits Road
4	037-221-48 & 037-221-49	24250 String Creek Road
5	037-221-51 & 037-221-52	5200 Hearst Willits Road
6	037-221-58	5701 Hearst Willits Road
7	037-310-53 & 037-310-54	8500 Hearst Willits Road
8	037-310-64	6800 Hearst Willits Road
9	037-310-73	6201 Hearst Willits Road
10	037-310-74	6501 Hearst Willits Road
11	108-090-24	5000 Hearst Willits Road
12	037-310-68	6651 Hearst Willits Road

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided by Chapter 20.119 of the Mendocino County Code.

Signature: Fred Marshall

Name (printed): FRED MARSHALL

Address of parcel: 6651 Hearst Willits Road

Assessor's Parcel Number(s): 037-310-68

Date signed: 11/20/23

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: David Drell

Name (printed): David Drell

Address of parcel: 6150 Hearst Willits Road

Assessor's Parcel Number(s): 037-221-42

Date signed: 7/18/21

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: Denny C. Pinon

Name (printed): DENNY C. PINON

Address of parcel: 6170 Hearst Willits Road

Assessor's Parcel Number(s): 037-221-43 & 037-310-61

Date signed: 8-8-21

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: Pauline Halper

Name (printed): PAULINE HALPER

Address of parcel: 5100 Hearst Willits Road

Assessor's Parcel Number(s): 037-221-47

Date signed: 7/23/21

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: Rosalie Anchordoguy / Henry Shebitz

Name (printed): Rosalie Anchordoguy / Henry Shebitz

Address of parcel: 24250 String Creek Road

Assessor's Parcel Number(s): 037-221-48 & 037-221-49

Date signed: 7/22/21

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: _____

Name (printed): GEORGE JAMES DOOLEY

Address of parcel: 5200 Hearst Willits Road

Assessor's Parcel Number(s): 037-221-51 & 037-221-52

Date signed: 8/6/21

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: Stephen A. Anderson

Name (printed): Stephen A Anderson

Address of parcel: 5701 Hearst Willits Road

Assessor's Parcel Number(s): 037-221-58

Date signed: 8 8 21

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: Mary Ann Curry Barka (widow of David Barka)

Name (printed): CURRY BARBER

Address of parcel: 8500 Hearst Willits Rd

Assessor's Parcel Number(s): 037-310-53 & 037-310-54

Date signed: 7/23/21

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: _____

Name (printed): Bruce Jackson

Address of parcel: 6800 Hearst Willits Road

Assessor's Parcel Number(s): 037-310-64

Date signed: 18 July 2021

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: _____

Name (printed): ROBERT P CRONIN

Address of parcel: 6201 Hearst-Willits Road

Assessor's Parcel Number(s): 037-310-73

Date signed: 8-17-2021

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: Jon Patton & Loraine Patton

Name (printed): JON PATTON & LORAINE PATTON

Address of parcel: 6501 Hearst Willits Road

Assessor's Parcel Number(s): 037-310-74

Date signed: July 22, 2021

Petition for Designation of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley

I do hereby state that I am an owner of the legal parcel identified below and that I support the establishment of a Commercial Cannabis Prohibition Combining District in Rock Tree Valley which would prohibit all commercial cannabis operations within the district as provided for by Chapter 20.119 of the Mendocino County Code.

Signature: Clifford Rhode

Name (printed): CLIFFORD RHODE

Address of parcel: 5000 Hearst Willits Road

Assessor's Parcel Number(s): 108-090-24

Date signed: 7-23-21

Resolution Number _____

County of Mendocino
Ukiah, California

JANUARY 30, 2025

R_2024-0001 - (VARIOUS OWNERS)

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF MENDOCINO, STATE OF CALIFORNIA, MAKING ITS REPORT AND RECOMMENDATION TO THE MENDOCINO COUNTY BOARD OF SUPERVISORS REGARDING REZONING CERTAIN PARCELS TO CREATE A COMMERCIAL CANNABIS PROHIBITION COMBINING DISTRICT IN THE ROCK TREE VALLEY AREA.

WHEREAS, the applicant, Robert Cronin, filed an application with the Mendocino County Department of Planning and Building Services to establish a Commercial Cannabis Prohibition Combining District to include the following Assessor's Parcels: 037-221-42; 037-221-43; 037-310-61; 037-221-47; 037-221-48; 037-221-49; 037-221-50; 037-221-51; 037-221-52; 037-221-53; 037-221-54; 037-221-55; 037-221-57; 037-221-58; 037-221-59; 037-310-53; 037-310-54; 037-310-62; 037-310-64; 037-310-67; 037-310-68; 037-310-73; 037-310-74; 108-090-24 in the Rock Tree Valley Area. Located 3.5± miles northeast of Willits City center, at the intersection of Hearst Willits Road (CR 306) and String Creek Road (private), and 1± miles west of Hearst Willits Road (CR 306) intersection with Tomki Road (CR 237D), between mile post MEN 4.19 and MEN 7.95. Range Lands (RL) and Forest Lands (FL) General Plan designations, Rangeland (RL) and Timberland Production Zoning (TPZ) Zoning designations; Supervisorial District 3; (the "Project"); and

WHEREAS, the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*.; "CEQA") and the Guidelines Implementing the California Environmental Quality Act (Title 14, Cal. Code Regs. Section 15000 *et seq.*; "CEQA Guidelines") provide that certain types of projects are exempt from review under CEQA because they have been found not to have a significant impact on the environment; and

WHEREAS, Section 15061(b)(3) of the CEQA Guidelines provides that a "common sense exemption" applies to projects "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment"; and

WHEREAS, in accordance with applicable provisions of law, the Planning Commission held a public hearing on January 30, 2025, at which time the Planning Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the Project. All interested persons were given an opportunity to hear and be heard regarding the Project; and

WHEREAS, the Planning Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Planning Commission regarding the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission, based upon the evidence in the record before it, makes the following report and recommendation to the Mendocino County Board of Supervisors regarding the proposed Project:

1. The above recitals are true and correct and incorporated herein by this reference.

2. **CEQA Determination**: The Planning Commission recommends that the Board of Supervisors find the proposed Project categorically exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, as restricting the ability to cultivate

cannabis for commercial purposes by adopting a Commercial Cannabis Prohibition (CP) Combining District has no possibility of having a significant effect on the environment.

3. The Planning Commission recommends that the Board of Supervisors approve Rezone application R_2024-0001 to create a CP Combining District over 18 parcels, as shown in Exhibit "A" to this Resolution and as listed in Exhibit "B" to this Resolution, and find the following:

   a. **General Plan Finding:** The proposed CP Combining District is appropriate for the parcels upon which it is proposed and consistent with the intentions of the Rangeland and Forestland General Plan land use classifications. The subject parcels are located within the Rangeland and Forestlands designations. Prohibiting certain cannabis cultivation and facilities uses from parcels within these classifications may have the effect of assisting with the management and preservation of these resource lands. The CP Combining District is intended to allow the County to designate specific areas where commercial cannabis operations are prohibited. As provided by community petition, this Project seeks to prohibit commercial cannabis activities on the subject parcels. The Mendocino County General Plan emphasizes the role of the community – local residents, organizations and others, as well as the importance of self-determination in shaping communities' future through public planning processes, and the adoption of CP districts is consistent with these planning principles.

   b. **Zoning District Finding:** The proposed CP Combining District meets the requirements of Chapter 20.119 of the Mendocino County Code. The proposed Project is situated within the Rangeland and Timberland Production Zoning Districts. The CP Combining District is intended to allow the County to designate specific areas where commercial cannabis operations are prohibited. Sixty-seven percent of landowners of the Rock Tree Valley neighborhood have signed a petition to demonstrate support for the proposed CP Combining district. The proposed CP Combining District would be applied to an area where a majority of the parcels allow residential use by right. The proposed CP Combining District would comprise of eighteen contiguous legal parcels. [INSERT ADDITIONAL FINDINGS REGARDING APPROPRIATENESS OF DISTRICT]. As a combining district, aspects related to the underlying districts, include Chapter 20.060 (Rangeland) and Chapter 20.068 (Timber Production Zone) remain applicable.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary as the custodian of the documents and other material which constitutes the record of proceedings upon which the Planning Commission decision herein is based. These documents may be found at the office of the County of Mendocino Planning and Building Services, 860 North Bush Street, Ukiah, CA 95482.

I hereby certify that according to the Provisions of Government Code Section 25103 delivery of this document has been made.

ATTEST: JAMES FEENAN
Commission Services Supervisor

By: _____

BY: JULIA KROG
Planning & Building Services Director

CLIFFORD PAULIN, Chair
Mendocino County Planning Commission

EXHIBIT A: Rezone Exhibit Map
EXHIBIT B: List of Assessor Parcel Numbers (APNs)

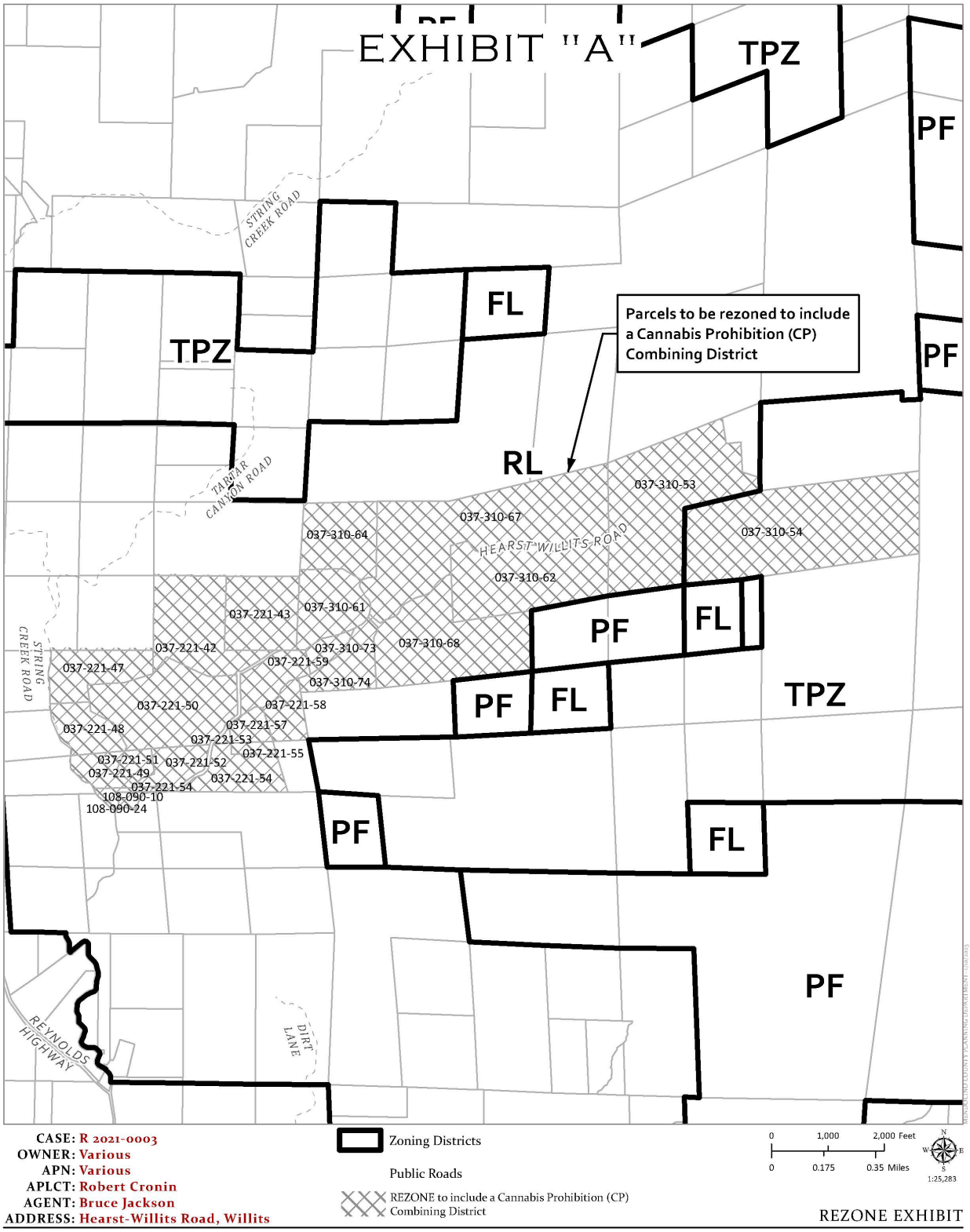


EXHIBIT "A"
TPZ
PF
FL
RL
STRING CREEK ROAD
TARWER CANYON ROAD
HEARST-WILLITS ROAD
REYNOLDS HIGHWAY
DIRT LANE
Parcels to be rezoned to include a Cannabis Prohibition (CP) Combining District
037-310-53
037-310-67
037-310-64
037-310-54
037-310-62
037-221-43
037-310-61
037-221-42
037-310-73
037-310-68
037-221-59
037-221-47
037-310-74
037-221-50
037-221-58
037-221-48
037-221-57
037-221-53
037-221-55
037-221-51
037-221-52
037-221-49
037-221-54
037-221-54
108-090-10
108-090-24
CASE: R 2021-0003
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits
Zoning Districts
Public Roads
REZONE to include a Cannabis Prohibition (CP) Combining District
0 1,000 2,000 Feet
0 0.175 0.35 Miles
1:25,283
REZONE EXHIBIT

EXHIBIT “B”

LIST of APNs in the CP COMBINING DISTRICT

03722158

03731053

03731054

03731067

03731073

03722151

03722152

03722142

03731062

03722150

03722147

03731064

03731068

03722159

03731074

03722143

03731061

03722153

03722154

10809024

03722155

03722157

03722148

03722149

CLIFFORD PAULIN
1st DISTRICT
COMMISSIONER
VICE-CHAIR

ELORA BABBINI
2ND DISTRICT
COMMISSIONER
CHAIR

3RD DISTRICT
COMMISSIONER
VACANT

MARIE JONES
4th DISTRICT
COMMISSIONER

DIANA WIEDEMANN
5TH DISTRICT
COMMISSIONER

JULIA KROG, DIRECTOR
PLANNING AND BUILDING SERVICES

MATTHEW KIEDROWSKI
DEPUTY COUNTY COUNSEL

COUNTY ADMINISTRATION CENTER
501 Low Gap Road, Room 1070
Ukiah, CA 95482
(707) 234-6650 (t)
(707) 463-5709 (f)
pbscommissions@mendocinocounty.gov

MENDOCINO COUNTY PLANNING COMMISSION

ACTION MINUTES – February 20, 2025

BEFORE THE PLANNING COMMISSION
COUNTY OF MENDOCINO – STATE OF CALIFORNIA
FAIR STATEMENT OF PROCEEDINGS
(PURSUANT TO CALIFORNIA GOVERNMENT CODE §25150)

AGENDA ITEM NO. 1 – OPEN SESSION AND ROLL CALL 10:00 A.M.

Present: Commissioner Marie Jones, Commissioner Elora Babbini; Commissioner Diana Wiedemann; Commissioner Clifford Paulin

Absent:– None

Staff Present: Mark Cliser; Senior Planner; Keith Gronendyke, Planner III, Shelby Miller, Planner II; James Feenan, Commission Services Supervisor; Jocelyn Gonzalez-Thies, Administrative Assistant; Matthew Kiedrowski, Deputy County Counsel; Scott Spears, IT

Meeting was called to order by the Commission Services Supervisor.

AGENDA ITEM NO. 2 - PLANNING COMMISSION ADMINISTRATION.

2a. Election of Officers, Chair

Upon motion by Commissioner Wiedemann, Seconded by Commissioner Jones and carried by a roll call vote of (4-0), IT IS ORDERED that Commissioner Babbini be appointed as Chair.

AYES: JONES, WIEDEMANN, PAULIN, BABBINI
NOES: NONE
ABSENT: NONE

2a. Election of Vice Chair

Upon motion by Commissioner Babbini, Seconded by Commissioner Jones and carried by a roll call vote of (4-0), IT IS ORDERED that Commissioner Paulin be appointed as Vice Chair.

AYES: JONES, BABBINI, PAULIN, WIEDEMANN
NOES: NONE
ABSENT: NONE

2b. Determination of Legal Notice – The Clerk advised the Commission that all items on the agenda had been properly noticed.

AGENDA ITEM NO. 3 – DIRECTOR AND ASSISTANT DIRECTOR REPORT

Senior Planner Mark Cliser appeared for Director Krog. Mr. Cliser announced that Commissioner Alison Pernell has resigned from the Planning Commission.

AGENDA ITEM NO. 4 – MATTERS FROM THE PUBLIC

None

Public Comment: None

AGENDA ITEM NO. 5 – CONSENT CALENDAR

5a. Approval of December 19, 2024, Planning Commission Minutes.

Upon motion by Commissioner Jones seconded by Commissioner Wiedemann and carried by a roll call vote of (4-0), IT IS ORDERED that the Consent Calendar is approved without revisions.

AYES: WIEDEMANN, JONES,PAULIN, BABBINI
NOES: NONE
ABSENT: NONE

AGENDA ITEM NO. 6 – REGULAR CALENDAR

6a. Noticed Public Hearing

CASE#: UM_2024-0006
DATE FILED: 7/16/2024
OWNER: Brunhilde Funke
APPLICANT/AGENT: Sac Wireless/Angela Newberry
REQUEST: Coastal Development Use Permit Modification of existing communications facility to remove sixteen (16) antennas and six (6) radio units and install eleven (11) new antennas and eight (8) radio units along with installing new cables on the tower and additional equipment in the existing lease area along with a renewal of original use permit, U_2012-0010 for a period not to exceed (10) ten years..
ENVIRONMENTAL DETERMINATION: Categorically Exempt
LOCATION: In the Coastal Zone, 1.06± miles south of the Town of Albion, lying on the east side of State Route 1 (SR 1) 1,523± feet north of its intersection with Navarro Ridge Road (CR 518), located at 2335 North Highway 1, Albion; APN: 123-370-03.

DRAFT

SUPERVISORIAL DISTRICT: 5 (Williams)
STAFF PLANNER: Keith Gronendyke

The public hearing was declared open.

Staff Presentation: Keith Gronendyke, Planner III

Applicant/Agent: None

Public Comments: None

Telecomments: No telecomments requested.

The public hearing was declared closed.

Upon motion by Commissioner Jones, seconded by Commissioner Wiedemann and carried by a roll call vote of (4-0), IT IS ORDERED, By Resolution, the Planning Commission approves coastal development use permit modification UM_2024-0006 subject to the findings and Conditions of Approval in the Resolution.

AYES: WIEDEMANN, JONES, PAULIN, BABBINI
NOES: NONE
ABSENT: NONE

6b. Noticed Public Hearing

CASE#: R_2024-0001
DATE FILED: 2/12/2024
OWNER: Various Property Owners
APPLICANT: Robert Cronin
REQUEST: Rezone to establish a Commercial Cannabis Prohibition (CP) Combining District to prohibit commercial cannabis operations per Mendocino County Code Chapter 20.119 that includes 24 Assessor's Parcel Numbers (APNs) comprising 18 legal parcels.
ENVIRONMENTAL DETERMINATION: Exempt [CCR Section 15061(b)(3)]
LOCATION: 3.5± miles northeast of Willits City center, at the intersection of Hearst Willits Road (CR 306) and String Creek Road (private), and 1± miles west of Hearst Willits Road (CR 306) intersection with Tomki Road (CR 237D), between mile post MEN 4.19 and MEN 7.95. APNs: 037-221-42; 037-221-43; 037-310-61; 037-221-47; 037-221-48; 037-221-49; 037-221-50; 037-221-51; 037-221-52; 037-221-53; 037-221-54; 037-221-55; 037-221-57; 037-221-58; 037-221-59; 037-310-53; 037-310-54; 037-310-62; 037-310-64; 037-310-67; 037-310-68; 037-310-73; 037-310-74; 108-090-24.
SUPERVISORIAL DISTRICT: 3 (Haschak)
STAFF PLANNER: Shelby Miller

The public hearing was declared open.

Staff Presentation: Shelby Miller, Planner II; Matthew Kiedrowski, County Counsel.

Applicant/Agent: Bruce Jackson, Robert Corrin

Public Comments: Maude Honeyman, Ellen Drell, David Drell

Telecomments: No telecomments requested.

The public hearing was declared closed.

[Break: 10:45 a.m. - 10:55 a.m.]

[Break: 11:01 a.m. - 11:14 a.m.]

DRAFT

Upon motion by Commissioner Jones, seconded by Commissioner Wiedemann and carried by a roll call vote of (3-1), IT IS ORDERED By Resolution, the Planning Commission recommends that the Board of Supervisors find the project Exempt from CEQA and approve the requested Rezone, as proposed by the applicant, based on the facts and findings with the proposed revisions as presented during the public hearing and as recorded on the resolution.

AYES: WIEDEMANN, JONES, BABBINI
NOES: PAULIN
ABSENT: NONE

6c. Nomination of one member of the Planning Commission to sit on the Airport Land Use Commission.

Upon motion by Commissioner Jones, seconded by Commissioner Wiedemann and carried by a roll call vote of (4-0), IT IS ORDERED, that Commissioner Babbini be appointed to serve as one of the Planning Commission representative on the Airport Land Use Commission.

AYES: WIEDEMANN, JONES, PAULIN, BABBINI
NOES: NONE
ABSENT: NONE

AGENDA ITEM NO. 7 – MATTERS FROM STAFF

7a. None

AGENDA ITEM NO. 8 – MATTERS FROM COMMISSION

8a. Commissioner Jones discussed possibly cutting the Planning Commission meetings to once a month. Commission Paulin and Commission Babbini did not agree.

Commissioner Jones stated on the record that she would not be attending the meeting if only one matter was on the agenda in the future. She stated a three-hour drive for a one hour meeting was not practical.

Senior Planner Cliser stated that they would try to have more than one hearing item on each agenda.

AGENDA ITEM NO. 9 – ADJOURNMENT

THERE BEING NOTHING FURTHER TO COME BEFORE THE PLANNING COMMISSION, THE MENDOCINO COUNTY PLANNING COMMISSION ADJOURNED AT 11:23 AM.

Attest: Jocelyn Gonzalez-Thies
Commission Services Supervisor

_____ ___ _____
ELORA BABBINI, CHAIR

NOTICE: PUBLISHED MINUTES OF THE MENDOCINO COUNTY PLANNING COMMISSION MEETINGS.

- Effective March 1, 2020, Planning Commission minutes will be produced in “action only” format. As an alternative service, public access to recorded Commission proceedings will be available on the Planning and Building website.

DRAFT

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- LIVE WEB STREAMING OF COMMISSION MEETINGS is now available via the County's YouTube Channel. If technical assistance is needed, please contact Mendocino County Planning & Building Services at (707) 234-6650.
- Minutes are considered draft until adopted/approved by the Planning Commission.
- The Planning Commission action minutes are also posted on the County of Mendocino website at: https://www.mendocinocounty.org/government/planning-building-services/meeting-agendas/planning-commission.
- To request an official record of a meeting contact the Mendocino County Planning and Building Department at (707) 234-6650.
- Please reference the departmental website to obtain additional resource information for the Planning Commission at: Public Hearing Bodies | Mendocino County, CA

Thank you for your interest in the proceedings of the Mendocino County Planning Commission.

DRAFT

Resolution Number PC 2025-0001

County of Mendocino
Ukiah, California

JANUARY 30, 2025

R_2024-0001 - (VARIOUS OWNERS)

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF MENDOCINO, STATE OF CALIFORNIA, MAKING ITS REPORT AND RECOMMENDATION TO THE MENDOCINO COUNTY BOARD OF SUPERVISORS REGARDING REZONING CERTAIN PARCELS TO CREATE A COMMERCIAL CANNABIS PROHIBITION COMBINING DISTRICT IN THE ROCK TREE VALLEY AREA.

WHEREAS, the applicant, Robert Cronin, filed an application with the Mendocino County Department of Planning and Building Services to establish a Commercial Cannabis Prohibition Combining District to include the following Assessor's Parcels: 037-221-42; 037-221-43; 037-310-61; 037-221-47; 037-221-48; 037-221-49; 037-221-50; 037-221-51; 037-221-52; 037-221-53; 037-221-54; 037-221-55; 037-221-57; 037-221-58; 037-221-59; 037-310-53; 037-310-54; 037-310-62; 037-310-64; 037-310-67; 037-310-68; 037-310-73; 037-310-74; 108-090-24 in the Rock Tree Valley Area. Located 3.5± miles northeast of Willits City center, at the intersection of Hearst Willits Road (CR 306) and String Creek Road (private), and 1± miles west of Hearst Willits Road (CR 306) intersection with Tomki Road (CR 237D), between mile post MEN 4.19 and MEN 7.95. Range Lands (RL) and Forest Lands (FL) General Plan designations, Rangeland (RL) and Timberland Production Zoning (TPZ) Zoning designations; Supervisorial District 3; (the "Project"); and

WHEREAS, the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the Guidelines Implementing the California Environmental Quality Act (Title 14, Cal. Code Regs. Section 15000 *et seq.*; "CEQA Guidelines") provide that certain types of projects are exempt from review under CEQA because they have been found not to have a significant impact on the environment; and

WHEREAS, Section 15061(b)(3) of the CEQA Guidelines provides that a "common sense exemption" applies to projects "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment"; and

WHEREAS, in accordance with applicable provisions of law, the Planning Commission held a public hearing on January 30, 2025, at which time the Planning Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the Project. All interested persons were given an opportunity to hear and be heard regarding the Project; and

WHEREAS, the Planning Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Planning Commission regarding the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission, based upon the evidence in the record before it, makes the following report and recommendation to the Mendocino County Board of Supervisors regarding the proposed Project:

1. The above recitals are true and correct and incorporated herein by this reference.

2. **CEQA Determination**: The Planning Commission recommends that the Board of Supervisors find the proposed Project categorically exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, as restricting the ability to cultivate

cannabis for commercial purposes by adopting a Commercial Cannabis Prohibition (CP) Combining District has no possibility of having a significant effect on the environment.

3. The Planning Commission recommends that the Board of Supervisors approve Rezone application R_2024-0001 to create a CP Combining District over 18 parcels, as shown in Exhibit "A" to this Resolution and as listed in Exhibit "B" to this Resolution, and find the following:

    a. **General Plan Finding:** The proposed CP Combining District is appropriate for the parcels upon which it is proposed and consistent with the intentions of the Rangeland and Forestland General Plan land use classifications. The subject parcels are located within the Rangeland and Forestlands designations. Prohibiting certain cannabis cultivation and facilities uses from parcels within these classifications may have the effect of assisting with the management and preservation of these resource lands. The CP Combining District is intended to allow the County to designate specific areas where commercial cannabis operations are prohibited. As provided by community petition, this Project seeks to prohibit commercial cannabis activities on the subject parcels. The Mendocino County General Plan emphasizes the role of the community – local residents, organizations and others, as well as the importance of self-determination in shaping communities' future through public planning processes, and the adoption of CP districts is consistent with these planning principles.

    b. **Zoning District Finding:** The proposed CP Combining District meets the requirements of Chapter 20.119 of the Mendocino County Code. The proposed Project is situated within the Rangeland and Timberland Production Zoning Districts. The CP Combining District is intended to allow the County to designate specific areas where commercial cannabis operations are prohibited. Sixty-seven percent of landowners of the Rock Tree Valley neighborhood have signed a petition to demonstrate support for the proposed CP Combining district. The proposed CP Combining District would be applied to an area where a majority of the parcels allow residential use by right. The proposed CP Combining District would comprise of eighteen contiguous legal parcels. As a combining district, aspects related to the underlying districts, include Chapter 20.060 (Rangeland) and Chapter 20.068 (Timber Production Zone) remain applicable. The Planning Commission makes the following findings and recommendations:

        i. The proposed CP Combining District is consistent with the General Plan for the reasons stated in the Memorandum prepared for this Project.

        ii. The location, size, shape and current zoning designations are compatible with the CP Combining District as defined in Mendocino County Code Chapter 20.119, and the size and shape of the proposed CP Combining District generally encompass the entirety of the geological area mapped as Rock Tree Valley, including the flatlands in the valley floor, Rock Tree Creek, and the surrounding slopes of forests and grasslands.

        iii. The proposed CP Combining District would provide additional environmental protection for Rock Tree Creek and String Creek to protect Steelhead and Chinook Salmon populations.

        iv. The proposed CP Combining District would protect the public health, safety and morals of the Rock Tree Community.

        v. The dedication of the applicant shows deep community interest in protecting the natural resources and the character of the community.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary as the custodian of the documents and other material which constitutes the record of proceedings upon which

the Planning Commission decision herein is based. These documents may be found at the office of the County of Mendocino Planning and Building Services, 860 North Bush Street, Ukiah, CA 95482.

I hereby certify that according to the Provisions of Government Code Section 25103 delivery of this document has been made.

ATTEST: JAMES FEENAN
Commission Services Supervisor

By: _____

BY: JULIA KROG
Planning & Building Services Director

_____

ELORA BABBINI, Chair
Mendocino County Planning Commission

_____

EXHIBIT A: Rezone Exhibit Map
EXHIBIT B: List of Assessor Parcel Numbers (APNs)

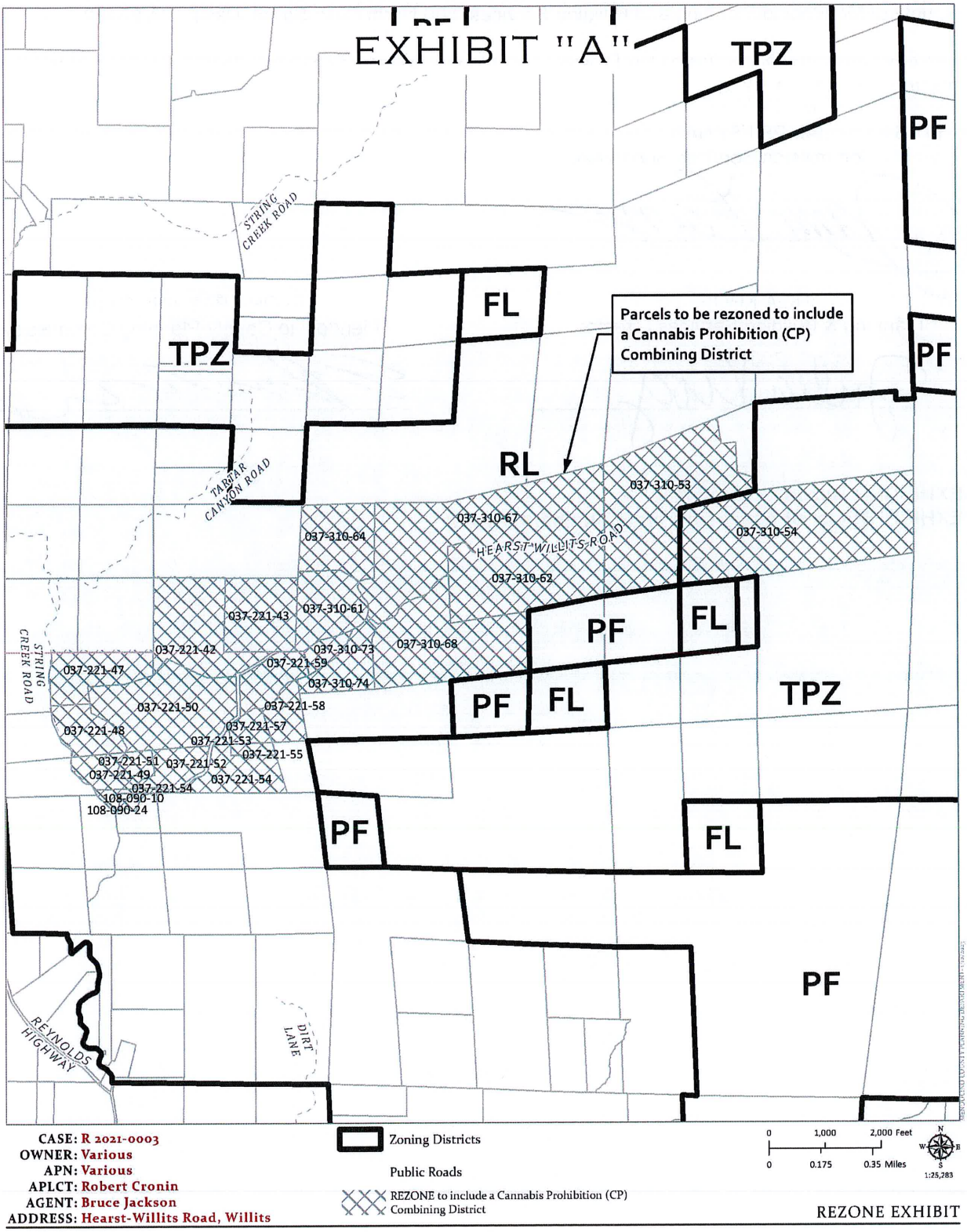
EXHIBIT "A"
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037-310-74
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037-221-58
037-221-48
037-221-57
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037-221-54
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108-090-10
108-090-24
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REYNOLDS HIGHWAY
DIRT LANE
STRING CREEK ROAD
TABLAR CANYON ROAD
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APN: Various
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AGENT: Bruce Jackson
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Zoning Districts
Public Roads
REZONE to include a Cannabis Prohibition (CP) Combining District
0 1,000 2,000 Feet
0 0.175 0.35 Miles
1:25,283
REZONE EXHIBIT

EXHIBIT "B"

LIST of APNs in the CP COMBINING DISTRICT

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03731074

03722143

03731061

03722153

03722154

10809024

03722155

03722157

03722148

03722149

Outlook

RECEIVED
By Jocelyn Gonzalez -Thies at 12:51 pm, Jan 29, 2025

CASE# R_2024-0001

From Dale Briggs <dbranchboss@yahoo.com>
Date Tue 1/28/2025 3:31 PM
To pbscommissions <pbscommissions@mendocinocounty.gov>

1 attachment (19 KB)
planning commission 2025.docx;

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ATTN: Staff Planner Shelby Miller,

This is my letter of opposition to the proposed CP District in Rock Tree Valley.

Regards,

Dale A. Briggs

January 28,2025

Department of Planning and Building Services
Commission Staff
860 North Bush St.
Ukiah, CA. 95482

Case # R_2024-0001
Applicant Robert Cronin
Staff Planner: Shelby Miller

I DON'T support this application for a CP District in Rock Tree Valley.

This CP District went before the Board of Supervisors in September of 2023 and was denied. There were different reasons. The one that resonated was that these parcels are currently zoned either rangeland or Timber Production (TPZ) and are NOT ELIGIBLE for cannabis cultivation (Phase 3) permitting. Well, here we are in the new year of 2025 and these parcels are still NOT ELIGIBLE for cannabis cultivation (phase 3) permitting.

However, that does not seem to be relevant. What is relevant is IF the zoning did change and allow cannabis cultivation on said parcels. It would seem that any CP District property owner would be denied the right that most people enjoy. That right is to be able to apply for, and qualify for a cannabis cultivation permit to grow a legal crop on their land that is zoned for just that use. The applicant stated in his letter that "The propose CP District provides that protection without diminishing any existing property rights. "That is a true statement ONLY if the zoning stays the same, its false if the zoning changes to allow cannabis cultivations and would indeed impact anybody's property rights in this district that wish to take on this endeavor.

It is apparent that some landowners feel that individual property rights are based on what they deem as appropriate. Even, if the county zones property, it is only

just if they agree with it. So, to me this raises the question as to why some property owners wish to restrict other owner's rights?

Ultimately, these parcels are currently not eligible for cannabis cultivation permits. However, if these 18 parcels were currently permitted and a parcel was licensed, they would lose their license due to it becoming a CP District. This does not make any sense and nor is it good for growing a clean industry in the county. Maybe, it would be more beneficial to get involved if, in the future the zoning was going to change to allow cultivation in these zones.

This county is always looking to increase revenue streams to support the many growing areas of county services. How would this CP District help serve that purpose? It would **deny** a basically **clean industry** that the county could regulate and receive financial benefit from. If this CP District is established it could be a deterrent for this industry. Maybe, there would be additional areas of the county wishing to establish their own CP District. This could be the beginning of the end for this industry in Mendocino County.

Thank You,

Dale A. Briggs
7001 Hearst-Willits Rd.
Willits, Ca. 95490

Dear Planning Commissioners,

I am a property owner within the proposed Rock Tree Commercial Cannabis Prohibition Combining District and I support the formation of the proposed district.

The creeks within the district are an active Chinook salmon and steelhead spawning ground. I support the formation of the proposed district in part because of the importance and the high environmental sensitivity of these creeks. Active spawning of threatened or endangered fish in Rock Tree Valley is well documented.

A portion of Rock Tree Valley and the proposed district is included in fish surveys done under a PG&E monitoring program. Biologists conduct weekly surveys when water levels allow during the annual spawning season. Significant numbers of Chinook salmon and evidence of their spawning have been regularly documented on parcels within the district that have been surveyed, including this past season and as recently as January 7, 2025 when the surveying for the season ended.

Attached is the Van Arsdale Fish Station (VAFS) report that includes the surveying done within the district on December 12, 2024. The biologists and local residents regularly observe Chinook within the proposed district.

Note, the survey hike section labeled “String Creek” on this report is the section of creek from the confluence of Rock Tree Creek and String Creek, within the opt out district, and continuing downstream eastward from the opt out district to the confluence with Tomki Creek. Attached below for reference is a topographic map of the area.

The “String Creek" hike section includes creeks on APN 037-310-53 and APN 037-310-54 within the opt out district. (Other areas of the opt out district are not surveyed as part of the PG&E program.)

In addition to the PG&E documentation, The California Department of Fish and Wildlife has documented fish within the district further upstream on APN 037-310-62. Steelhead were observed on multiple occasions by CDFW in the creek on that parcel. Attached is a July 12, 2023 email from CDFW detailing those observations.

With the attached documentation, it can be seen that threatened fish at a minimum are actively spawning in roughly half the length of the opt out district. The other half has not been surveyed, but the entire proposed district supplies the critical summertime water, when surface flows are low and intermittent, that is needed for the survival of the fry that spend a year or more in the pools in the creek beds.

Within the area covered by the VAFS surveys, the data show the creeks within the proposed district are part of perhaps the most productive spawning ground in the upper Eel River watershed. I believe Rock Tree Valley and its sensitive fish habitat deserves the added layer of protection of an opt out district to help ensure the survival and recovery of a valuable resource in the future.

Sincerely,

Bruce Jackson

RECEIVED
By James Feenan at 1:31 pm, Feb 18, 2025

From: Bruce Jackson
To: pbscommissions
Subject: Public Comment. R_2023-0001 (Rock Tree CP)
Date: Tuesday, February 18, 2025 8:58:53 AM

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commissioners,

I am a property owner within the proposed Rock Tree Commercial Cannabis Prohibition Combining District and I support the formation of the proposed district.

The creeks within the district are an active Chinook salmon and steelhead spawning ground. I support the formation of the proposed district in part because of the importance and the high environmental sensitivity of these creeks. Active spawning of threatened or endangered fish in Rock Tree Valley is well documented.

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Within the area covered by the VAFS surveys, the data show the creeks within the proposed district are part of perhaps the most productive spawning ground in the upper Eel River watershed. I believe Rock Tree Valley and its sensitive fish habitat deserves the added layer of protection of an opt out district to help ensure the survival and recovery of a valuable resource in the future.

Sincerely,

Bruce Jackson

Upper Eel River Salmon Surveys and Van Arsdale Fisheries Station Count
2024-25 (WY 2025)
Kleinfelder

NOTE: All Information presented is preliminary and subject to revision.

Date	Hike Section	New Carcasses	Live Fish	Total Redds	Comments
12/8/2024	**Van Arsdale Fisheries Station Cumulative to Date**		**871**		A total of 158 Chinook salmon (female 68, male 50, unknown adult 14, jack 26) were observed moving upstream through the fishway at Cape Horn Dam. The season total for upstream migrating Chinook salmon stands at 871 (female 312, male 299, unknown adult 92, jack 168). The first steelhead were observed moving upstream through the fishway at Cape Horn Dam December 6). The season total for upstream migrating adult steelhead is four (female 3, male 1, unknown adult 0). No subadult steelhead (<40cm) have yet been observed.
	Eel R. below Tomki Cr.				No surveys conducted due to high flows.
12/3/2024	Tomki - LB to Salmon Cr.	1	11	5	Estimated flow of 41-50 cfs. H_2O vis. >4', H_2O temp. 5.5-6.5°C. Good visibility. Eleven (11) live Chinook salmon were observed (4 females, 2 males, 1 jacks, 4 unknown) and one carcass (1 female) as well as five redds. Tracks of deer, bear, bobcat, otter, canines and raccoons observed.
12/4/2024	Tomki - Cave Cr. to String Cr.	5	38	25	Estimated flow of 18 - 26 cfs. H_2O vis. >4', H_2O temp. 4.0-5.0 °C. Thirty eight (38) live Chinook salmon were observed (13 females, 17 males, 5 jacks, 3 unknown) and five carcass (3 females, 2 males) as well as 25 redds. Tracks of deer, raccoons and canines observed. A live fish and carcass were also observed in Cave Creek above the confluence.
12/4/2024	Tomki - above String Cr.	1	16	10	Estimated flow of 15-18 cfs. H_2O vis. 4', H_2O temp. 6-7°C. Sixteen (16) live Chinook salmon were observed (7 females, 3 males, 2 jacks, 4 unknown) and one carcass (1 male) as well as 10 redds. An additional partial carcass without a head was found but not counted per protocol. Bear and deer tracks, 2 bald eagles and 1 red-tailed hawk observed.
	Longbranch Cr. (LB)	0	0	0	Estimated flow of 2-5 cfs. H_2O vis. 2.5', H_2O temp. 5.0°C. No Chinook salmon or redds were observed. Tracks of deer, canines and bear were observed. High water mark was approximately 3' above current flows.
12/1/2024	String Cr.	3	51	24	Estimated flow of 5.5 to 11 cfs. H_2O vis. 3-4', H_2O temp. 3.75-4.0°C. Good visibility. Fifty-one (51) live Chinook salmon were observed (20 females, 20 males, 9 jacks, 2 unknown) and three (3) carcasses (2 females and 1 male) along String Creek, as well as at least 24 redds. Tracks of deer and canines found, and bear scat with berries in it were observed, but no signs of predation. High water mark was approximately 5' above current flows.

Upper Eel River Salmon Surveys and Van Arsdale Fisheries Station Count
2024-25 (WY 2025)
Kleinfelder

NOTE: All Information presented is preliminary and subject to revision.

Date	Hike Section	New Carcasses	Live Fish	Total Redds	Comments
12/8/2024	**Van Arsdale Fisheries Station Cumulative to Date**		**871**		A total of 158 Chinook salmon (female 68, male 50, unknown adult 14, jack 26) were observed moving upstream through the fishway at Cape Horn Dam. The season total for upstream migrating Chinook salmon stands at 871 (female 312, male 299, unknown adult 92, jack 168). The first steelhead were observed moving upstream through the fishway at Cape Horn Dam December 6). The season total for upstream migrating adult steelhead is four (female 3, male 1, unknown adult 0). No subadult steelhead (<40cm) have yet been observed.
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JD **Dayton, Jeff@Wildlife <Jeff.Dayton...** Inbox - Yahoo! July 12, 2023 at 9:38 AM

Documentation of Steelhead Presence In Rocktree Creek

To: Bruce Jackson & 2 more Details

Hi Bruce,

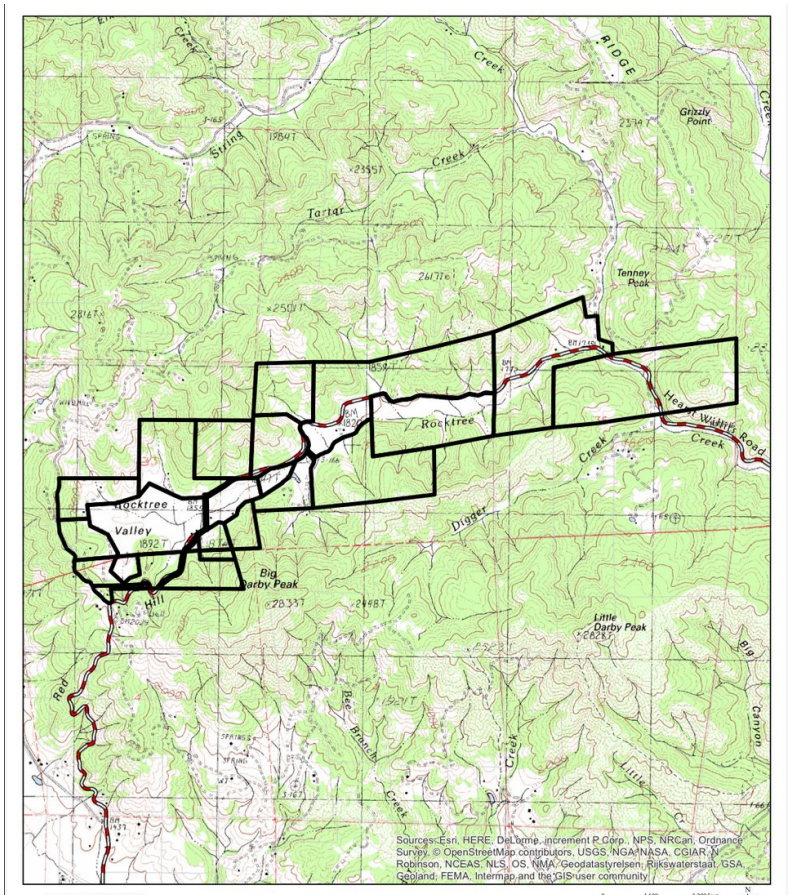
I'm confirming CDFW-OSPR observed juvenile steelhead present in Rocktree Creek at 7501 Hearst Willits Road on multiple occasions during our site monitoring of the diesel spill that occurred in December 2017 associated with an illegal cannabis grow on the property that affected the stream. While no adults were seen, juvenile steelhead were observed on multiple occasions between 2018 and 2021 indicating spawning and rearing nearby. Most recently, we confirmed juvenile steelhead presence on 8/10/2021, photos from site monitoring that day are attached.

We confirmed that the 2017 diesel spill resulted in the kill of juvenile steelhead and other aquatic species in July 2018 due to incomplete site cleanup and subsurface diesel migration into the stream. This information is included in CDFW's Investigative Report and Biological Injury Reports submitted to the Mendocino County District Attorney's Office associated with Fish and Game Code Violations and take of listed species from this spill. This case is still pending resolution.

Please let me know if you have any questions about our observations.

Thank you,

Jeffery P. Dayton
Senior Environmental Scientist (Specialist)
California Department of Fish & Wildlife
Office of Spill Prevention and Response (OSPR)
619 Second Street
Eureka, CA 95501


Creek
RIDGE
Grizzly Point
Tenney Peak
Rocktree
Hearst Willits Road
Creek
Digger
Rocktree Valley
Big Barby Peak
Hill
Little Darby Peak
Red
Bee Branch
Creek
Little
Big
Canyon
Sources: Esri, HERE, DeLorme, increment P Corp., NPS, NRCan, Ordnance Survey, © OpenStreetMap contributors, USGS, NGA/NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
CASE: R 2024-0001
OWNER: Various
APN: Various
APLCT: Robert Cronin
AGENT: Bruce Jackson
ADDRESS: Hearst-Willits Road, Willits
Major Roads
Assessors Parcels
0 1,100 2,200 Feet
0 0.2 0.4 Miles
N W E S
1:25,221.07
TOPOGRAPHIC MAP
CONTOUR INTERVAL IS 40 FEET
THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4f)

To: BOARD OF SUPERVISORS

From: Supervisor Cline and Public Health

Meeting Date: September 23, 2025

Department Contact:	Supervisor Cline	**Phone:**	707-463-4221
Department Contact:	Jenine Miller	**Phone:**	707-472-2600

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Adoption of Resolution Directing Public Health to Address the Illicit Sale, Distribution, and Use of Nitrous Oxide in Mendocino County Through Public Initiatives, and in Developing a Local Ordinance to Further Regulate the Sale of Nitrous Oxide Canisters, Including but not Limited to, Requirements for Age Verification, Point-of-Sale Restrictions, and Retailer Education
(Sponsors: Supervisor Cline and Public Health)

Recommended Action/Motion:
Adopt Resolution directing Public Health to address the illicit sale, distribution, and use of nitrous oxide in Mendocino County through public education initiatives, and in developing a local ordinance to further regulate the sale of nitrous oxide canisters, including but not limited to, requirements for age verification, point-of-sale restrictions, and retailer education; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Nitrous oxide, commonly used in medical procedures and food preparation, has gained popularity as a recreational inhalant, posing serious health risks such as neurological damage, addiction, and even fatal outcomes. Research published in The Lancet (March 2025) highlights sustained neurological harm in youth as young as 14. Sold in cannisters known as “whip-its,” nitrous oxide is widely available across unincorporated Mendocino County, particularly in smoke shops near schools and recreational areas, making access easy for young people. The Substance Abuse and Mental Health Services Administration (SAMHSA) reported whippets as being the most popular recreational inhalant drug. Recognizing the public health concerns, this resolution is being brought forward to the Board of Supervisors identifying nitrous oxide as a critical local issue and initiating research into an ordinance to curb harmful effects.

Alternative Action/Motion:
Do not adopt the Resolution.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Item #: 4f)

Vote Requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: n/a
current f/y cost: n/a
budget clarification: n/a
annual recurring cost: n/a
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADDRESSING THE SALE, DISTRIBUTION, AND USE OF NITROUS OXIDE IN MENDOCINO COUNTY

WHEREAS, nitrous oxide, commonly known as laughing gas, is a colorless non-flammable gas that is used medically as an anesthetic and analgesic, and is also used commercially in food preparation, most notably as a propellant in whipped cream cannisters; and

WHEREAS, he recreational use of nitrous oxide has become increasingly common and is associated with serious health risks, including physical and mental health disorders, neurological damage, accidental injury, and in some cases, death; and

WHEREAS, nitrous oxide is classified as an inhalant, a type of volatile substance that produces chemical vapors which, when inhaled, can induce a psychoactive or mind-altering effect; and

WHEREAS, sufficient inhalation of nitrous oxide can produce anesthesia, unconsciousness, belligerence, apathy, impaired judgment, impaired functioning in work or social situations, and physical symptoms such as nausea and vomiting; and;

WHEREAS, high-dose exposure may lead to confusion, delirium, dizziness, drowsiness, slurred speech, lethargy, depressed reflexes, general muscle weakness, and stupor; and

WHEREAS, nitrous oxide is often sold in small canisters commonly referred to as "whippets," which are readily available at smoke shops and some retail locations; and

WHEREAS, California Penal Code Section 381b makes it a misdemeanor offense, punishable by up to six months in county jail and a $1,000 fine, to possess nitrous oxide with the intent to inhale it for the purpose of achieving intoxication or a high; and

WHEREAS, California Penal Code Section 381c makes it a misdemeanor to sell or furnish nitrous oxide to a minor; and

WHEREAS, California Penal Code Section 381d makes it a misdemeanor for any person to dispense or distribute nitrous oxide for any purpose if it is known, or should be known, that it will be used for recreational purposes and such use results in great bodily injury or death; and

WHEREAS, the Mendocino County Board of Supervisors recognizes that the unregulated sale and misuse of nitrous oxide is a growing concern, particularly among youth, and poses a direct threat to public health and safety; and

WHEREAS, Mendocino County seeks a coordinated response to reduce the availability and abuse of nitrous oxide by incorporating enforcement, education, and community collaboration.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby supports the Mendocino County Department of Health Services, Public Health in addressing the illicit sale, distribution, and use of nitrous oxide through public education initiatives, and in developing a local ordinance to further regulate the sale of nitrous oxide canisters, including but not limited to, requirements for age verification, point-of-sale restrictions, and retailer education.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor , and carried this day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4g)

To: BOARD OF SUPERVISORS

From: Supervisor Haschak

Meeting Date: September 23, 2025

Department Contact: Supervisor Haschak **Phone:** 707-463-4221

Item Type: Regular Agenda **Time Allocated for Item**: 30 Minutes

Agenda Title:
Discussion and Possible Action Including Adoption of Resolution in Support of Proposition 50 to Temporarily Authorize Changes to Congressional District Maps and Affirm Principles of Fair and Democratic Elections Nationwide
(Sponsor: Supervisor Haschak)

Recommended Action/Motion:
Adopt Resolution in support of Proposition 50 to temporarily authorize changes to Congressional District Maps and affirm principles of fair and democratic elections nationwide; authorize Chair to sign same.

Previous Board/Board Committee Actions:
The Board of Supervisors has previously approved resolutions for California state propositions.

Summary of Request:
Fair and equitable representation is fundamental to democracy. California has been a national leader with its Citizens Redistricting Commission which draws district lines according to nonpartisan standards through a transparent public process. Recently, however, various states, including Texas, have adopted new congressional redistricting plans prior to the standard ten-year timeline and process. These unprecedented plans have raised concerns about gerrymandering and partisan bias. Proposition 50, which will be on the statewide special election ballot in November 2025, is an effort to respond to these actions. This measure is a temporary solution to this issue. Proposition 50 ensures that California will revert to the Independent Commission after the 2030 Census. This special election allows the people of California to choose to protect democratic representation in the U.S. Congress. It is requested that the Board of Supervisors support Proposition 50 as necessary in response to the actions in other states which attempt to undermine fair and equitable representation and nonpartisan congressional redistricting processes.

Alternative Action/Motion:
Give alternative direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Item #: 4g)

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A350,000 (Election); $150,000 (Redistricting)
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/ANo
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS IN SUPPORT OF PROPOSITION 50 TO TEMPORARILY AUTHORIZE CHANGES TO CONGRESSIONAL DISTRICT MAPS AND AFFIRM PRINCIPLES OF FAIR AND DEMOCRATIC ELECTIONS NATIONWIDE

WHEREAS, the principles of fair and democratic elections are fundamental to democracy; and

WHEREAS, California has led the nation with its independent Citizens Redistricting Commission which draws district lines according to nonpartisan standards through a transparent public process; and

WHEREAS, recently, efforts in other states, such as Texas, have adopted new congressional redistricting plans prior to the standard ten-year redistricting timeline and process, and such unprecedented plans have raised concerns about gerrymandering and partisan bias; and

WHEREAS, in response to these unprecedented efforts, the California Legislature has placed Proposition 50 on the statewide ballot as a legislative constitutional amendment to ensure California's congressional districting process promotes fairness with respect to the 2026 midterm elections; and

WHEREAS, Proposition 50 provides that California will revert to the Independent Commission to draw boundaries after the 2030 Census; and

WHEREAS, the State of California has committed to covering the costs to the County of Mendocino for this special election; and

WHEREAS, the Board of Supervisors supports the principles of fair and representative democratic process and affirms support for Proposition 50 as necessary in response to the actions in other states which attempt to undermine nonpartisan congressional redistricting processes.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby supports California Proposition 50, to be voted on at the statewide special election on November 4, 2025; supports the temporary implementation of legislatively drawn congressional maps from 2026 until the Citizens Redistricting Commission draws new maps following the 2030 U.S. Census; and affirms its support for fair, independent, and nonpartisan redistricting nationwide and urges the U.S. Congress to adopt reforms that prevent partisan gerrymandering across all 50 states.

The foregoing Resolution introduced by Supervisor , seconded by Supervisor , and carried this day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4h)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Chief Executive Officer's Report
(Sponsor: Executive Office)

Recommended Action/Motion:
Accept the Chief Executive Officer's report.

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4i)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Review, Adoption, Amendment, Consideration or Ratification of Legislation Pursuant to the Adopted Legislative Platform
(Sponsor: Executive Office)

Recommended Action/Motion:
Provide direction to staff on matters of legislation.

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4j)

To: BOARD OF SUPERVISORS

From: Board of Supervisors

Meeting Date: September 23, 2025

Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest
(Sponsor: Board of Supervisors)

Recommended Action/Motion:
Provide direction to staff on matters of legislation.

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6a)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: September 23, 2025

Item Type: Closed Session

Time Allocated for Item: 1 Hour

Agenda Title:
Pursuant to Government Code section 54957 - Public Employee Appointment - Air Pollution Control Officer

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6b)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: September 23, 2025

Item Type: Closed Session

Time Allocated for Item: 1 Hour

Agenda Title:
Pursuant to Government Code section 54957 - Public Employee Appointment - Alternate Defender

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6c)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: September 23, 2025

Item Type: Closed Session

Time Allocated for Item: 15 Minutes

Agenda Title:
Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - George Ginochio v. County of Mendocino, et al., Mendocino County Superior Court, Case No. 23CV00242

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3a)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact: Atlas Pearson **Phone:** 707-463-4441
Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Minutes of September 9, 2025, Regular Meeting

Recommended Action/Motion:
Approve minutes of September 9, 2025, regular meeting.

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

MADELINE CLINE
1st District
Supervisor

MAUREEN MULHEREN
2nd District
Supervisor

JOHN HASCHAK
3rd District
Supervisor
Chair

BERNIE NORVELL
4th District
Supervisor
Vice-Chair

TED WILLIAMS
5th District
Supervisor

DARCIE ANTLE
Chief Executive Officer/
Clerk of the Board

Charlotte E. Scott
County Counsel

COUNTY ADMINISTRATION CENTER
501 Low Gap Road, Room 1070
Ukiah, CA 95482
(707) 463-4441 (t)
(707) 463-5649 (f)
cob@mendocinocounty.gov

MENDOCINO COUNTY BOARD OF SUPERVISORS

ACTION MINUTES – September 9, 2025

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF MENDOCINO - STATE OF CALIFORNIA
FAIR STATEMENT OF PROCEEDINGS
(PURSUANT TO CALIFORNIA GOVERNMENT CODE §25150)

AGENDA ITEM NO. 1 – OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:00 A.M.)

Present: Supervisor Maureen Mulheren, Supervisor John Haschak, Supervisor Bernie Norvell, and Supervisor Ted Williams.

Staff Present: Darcie Antle, Chief Executive Officer; Charlotte E. Scott, County Counsel; Lillian Bearden, Deputy Clerk of the Board; and Atlas M.A. Pearson, Senior Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Supervisor Haschak.

AGENDA ITEM NO. 2 – PUBLIC EXPRESSION

Presenter/s: Jeff Weston; Irene; Dee Pallesen; Vicki Whitehead; Mark Donegan; Kerri Vau; David A; Kylie Felicich; Chamise Cubbison; and Dave Shpak.

AGENDA ITEM NO. 3 – APPROVAL OF CONSENT CALENDAR

THE BOARD OF SUPERVISORS WENT INTO RECESS AND RECONVENED AS THE BOARD OF DIRECTORS OF THE AIR QUALITY MANAGEMENT DISTRICT TO HEAR ITEM 3U.

3U) ADOPTION OF RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS SITTING AS THE MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT BOARD RATIFYING AMENDMENTS TO THE GRANT AGREEMENT FOR AB 617 COMMUNITY AIR PROTECTION INCENTIVES - CAP YEAR 2 (FISCAL YEAR 18/19), APPROVING THE REDIRECTION OF $138,194.45 OF CAP YEAR 2 GRANT FUNDS TO THE GLENN COUNTY AIR POLLUTION CONTROL DISTRICT, AND AUTHORIZING THE MENDOCINO COUNTY CHIEF EXECUTIVE OFFICER OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID REDIRECTION OF FUNDS, INCLUDING AN AGREEMENT WITH THE GLENN COUNTY AIR POLLUTION CONTROL DISTRICT TO TRANSFER THE REDIRECTED FUNDS - SPONSOR: AIR QUALITY MANAGEMENT DISTRICT

Presenter/s: Chair Haschak.

Public Comment: None.

Board Action: Upon motion by Supervisor Norvell, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors adopts Resolution of the Mendocino County Board of Supervisors sitting as the Mendocino County Air Quality Management District Board ratifying amendments to the grant Agreement for AB 617 Community Air Protection Incentives - CAP Year 2 (Fiscal Year 18/19), approving the redirection of $138,194.45 of CAP Year 2 Grant Funds to the Glenn County Air Pollution Control District, and authorizes the Mendocino County Chief Executive Officer or Designee to execute all documents necessary to effectuate said redirection of funds, including an Agreement with the Glenn County Air Pollution Control District to transfer the redirected funds; and authorizes Chair to sign same. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

Enactment No: Resolution 25-145

THE BOARD OF DIRECTORS OF THE AIR QUALITY MANAGEMENT DISTRICT WENT INTO RECESS AND RECONVENED AS THE BOARD OF SUPERVISORS.

AGENDA ITEM NO. 3 – APPROVAL OF CONSENT CALENDAR

Presenter/s: Chair Haschak.

Public Comment: William Riley; and Rita Ford.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that item 3h) is pulled for separate consideration, and Consent Calendar items 3a) – 3g), 3i) – 3t), and 3v) – 3aw) are hereby approved as follows. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

DRAFT

3A) APPROVAL OF MINUTES OF JULY 29, 2025, REGULAR MEETING – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3B) APPROVAL OF MINUTES OF AUGUST 18, 2025, SPECIAL MEETING – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3C) APPROVAL OF APPOINTMENTS/REAPPOINTMENTS – SPONSOR: EXECUTIVE OFFICE

Approved;

1.Talisha Melluish, Native American Representative, Archaeological Commission of Mendocino County;
2.Dan Lewis, Member, Gualala Municipal Advisory Council;
3.Jon Glidewell, Coastal Region Representative, Mendocino County Business Improvement District;
4.Roxanne Perkins, Arts Organization/Attractions Member, Mendocino County Tourism Commission;
5.Renee Alger, Person Responsible for Management of Children's Services, Policy Council on Children and Youth (*Out of County Resident); and
6.Nomiah Britton, General Member, Public Health Advisory Board

3D) ADOPTION OF RESOLUTION RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sigh same;

Enactment No: Resolution 25-139

3E) ADOPTION OF RESOLUTION RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO CLIMATE CHANGE – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sigh same;

Enactment No: Resolution 25-140

3F) RATIFICATION OF LETTER OF SUPPORT FOR ASSEMBLY BILL 564 (HANEY) - CANNABIS: EXCISE TAX: RATE INCREASE REPEAL – SPONSOR: EXECUTIVE OFFICE

Approved;

3G) APPROVAL OF FIRST AMENDMENT TO BOS AGREEMENT NO. 25-016 (THIRD AMENDMENT TO AGREEMENT NO. PA-24-21) WITH LACO ASSOCIATES, IN THE AMOUNT OF $12,000, FOR A NEW TOTAL OF $112,000, TO PROVIDE DISASTER PREVENTION, RECOVERY, RESILIENCY, AND MITIGATION GRANT RESEARCH AND GRANT WRITING SERVICES, EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2026 – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-016-A1

3H) APPROVAL OF APPROPRIATION TRANSFER OF FUNDS IN THE AMOUNT OF $1,010,449.52 FROM FUND 1100-ND-865802 OPERATING TRANSFER OUT MEASURE P REVENUES, $1,010,449.52 TO FUND 1240-FSP-827802 OPERATING TRANSFER IN, AND TO APPROPRIATE EXPENSES OF AN ADDITIONAL $1,010,449.52 TO FUND 1240-FSP-863113 PAYMENTS TO OTHER GOVERNMENT AGENCIES; APPROPRIATE FUNDS IN THE AMOUNT OF $169,893.81 FROM FUND 1100-ND-865802 OPERATING TRANSFER OUT MEASURE D (CAMPING TOT) REVENUES, $169,893.81 TO FUND 1240-FSC-827802 OPERATING TRANSFER IN, AND TO APPROPRIATE EXPENSES OF AN ADDITIONAL $169,893.81 TO FUND 1240-FSC-863113 PAYMENTS TO OTHER GOVERNMENT AGENCIES; INCREASE APPROPRIATION IN FUND 1100-ND-821500 BY $1,004,484.20; AND INCREASE APPROPRIATION IN FUND 1100-ND-821699 BY $169,893.81 – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorizerd to sign same;

DRAFT

3I) APPROVAL OF RETROACTIVE ONE-TIME FUNDING AGREEMENT WITH ANDERSON VALLEY COMMUNITY SERVICES DISTRICT IN THE AMOUNT OF $66,000, TO SUPPORT ONGOING ADVANCED LIFE SUPPORT SERVICES IN THE MORE RURAL AREAS OF MENDOCINO COUNTY, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: EXECUTIVE OFFICE

Approved;

Enactment No: Agreement 25-142

3J) APPROVAL OF RETROACTIVE ONE-TIME FUNDING AGREEMENT WITH LONG VALLEY FIRE PROTECTION DISTRICT IN THE AMOUNT OF $66,000, TO SUPPORT ONGOING ADVANCED LIFE SUPPORT SERVICES IN THE MORE RURAL AREAS OF MENDOCINO COUNTY, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-143

3K) APPROVAL OF FIRST AMENDMENT TO BOS AGREEMENT 24-002 WITH SHN CONSULTING ENGINEERS & GEOLOGISTS, A CALIFORNIA CORPORATION, TO EXTEND THE TERMINATION DATE FROM DECEMBER 31, 2025, TO MARCH 31, 2026, AND INCREASE THE TOTAL AMOUNT PAYABLE BY $53,800.00, FOR A NEW AGREEMENT TOTAL OF $198,800.00 FOR SPECIAL INSPECTIONS AND MATERIAL TESTING FOR THE JAIL PROJECT – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24-002-A1

3L) APPROVAL OF RETROACTIVE AGREEMENT WITH BART KRONFELD, ESQ. IN THE AMOUNT OF $21,200, TO PROVIDE LEGAL SERVICES FOR THE MENDOCINO COUNTY PUBLIC DEFENDER'S OFFICE, EFFECTIVE JULY 1, 2025, THROUGH DECEMBER 31, 2025 – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-144

3M) APPROVAL OF A RETROACTIVE FIRST AMENDMENT TO BOS AGREEMENT NO. 24-054 WITH NICHOLS MELBURG & ROSSETTO AIA & ASSOCIATES, A CALIFORNIA CORPORATION, TO EXTEND THE TERMINATION DATE FROM JUNE 30, 2025, TO DECEMBER 5, 2025, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24054-A1

3N) ADOPTION OF RESOLUTION RATIFYING THE SUBMITTAL OF AN APPLICATION FOR THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) WILDFIRE PREVENTION (WP) GRANTS PROGRAM FOR THE HOPLAND SHADED FUEL BREAK PROJECT IN THE AMOUNT NOT TO EXCEED $939,159; AND AUTHORIZATION FOR THE CHIEF EXECUTIVE OFFICER TO EXECUTE GRANT AGREEMENT, OTHER NECESSARY DOCUMENTS AND SUBMIT ALL DOCUMENTS IF AWARDED – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-141

3O) APPROVAL OF TRANSMISSION OF LETTER TO THE COMMISSIONER OF CALIFORNIA DEPARTMENT OF MOTOR VEHICLES REQUESTING EXEMPTION OF TITLE 13, CALIFORNIA VEHICLE CODE, SECTION 12527(D)(2) FOR THE ANDERSON VALLEY COMMUNITY SERVICE DISTRICT, COVELO FIRE PROTECTION DISTRICT, AND THE ELK COMMUNITY SERVICE DISTRICT – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3P) ADOPTION OF RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN DUPLICATE RECORDS IN THE EXECUTIVE OFFICE, HEALTH BENEFITS DIVISION – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-142

3Q) APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH MENDOCINO COUNTY FIRE CHIEFS ASSOCIATION, TO LOAN COUNTY-OWNED RADIO COMMUNICATIONS EQUIPMENT TO FACILITATE ENHANCED INTERAGENCY COMMUNICATION, EFFECTIVE UPON FULL EXECUTION UNTIL TERMINATED BY EITHER PARTY – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-145

3R) ADOPTION OF RESOLUTION APPROVING THE GUIDELINES TO OPERATE THE COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED 2025 MICROENTERPRISE TECHNICAL ASSISTANCE SERVICES PROGRAM – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-143

3S) ADOPTION OF RESOLUTION AUTHORIZING ADOPTION OF THE MENDOCINO COUNTY OPERATIONAL AREA EMERGENCY OPERATIONS PLAN (EOP) – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-144

3T) APPROVAL OF APPROPRIATION OF FUNDS FROM ADDITIONAL REVENUE IN THE STATE OTHER LINE (82-5490) INCREASING BY $58,000 FOR FISCAL YEAR 2024/25 TO INCREASE COMMUNICATION (86-2060) BY $875, INCREASING SOFTWARE - SHORT TERM (86-2228) BY $10,250, INCREASING TRAVEL IN COUNTY (86-2250) BY $7,500, AND INCREASE SPECIAL DEPARTMENT EXPENSE (86-2239) BY $24,158 TO HELP COVER UNEXPECTED BILLS THAT NEED TO BE PAID IN THE FISCAL YEAR 2024/25; APPROVAL OF LINE ITEM CHANGE OF $24,639 FROM SPECIAL DEPARTMENT EXPENSE (86-2239) TO CONTRACTS TO OTHER AGENCIES (86-3280) TO CORRECTLY APPLY CHARGES ALREADY MADE TO CALIFORNIA DEPARTMENT OF MEASUREMENT STANDARDS – SPONSOR: AGRICULTURE

Approved and Chair is authorized to sign same;

3V) APPROVAL OF APPOINTMENTS-IN-LIEU OF ELECTION FOR THE NOVEMBER 4TH, 2025, SPECIAL DISTRICT ALL MAIL ELECTION FOR CASPAR SOUTH WATER DISTRICT, LAYTONVILLE COUNTY WATER DISTRICT, AND THE PACIFIC REEFS WATER DISTRICT; AND FURTHER AUTHORIZING ADDITIONAL APPOINTMENTS OF QUALIFIED PERSONS BE MADE FOR THOSE DISTRICTS THAT DID NOT HAVE THE SUFFICIENT NUMBER OF CANDIDATES – SPONSOR: ASSESSOR/CLERK-RECORDER

Approved;

3W) APPROVAL OF FIRST AMENDMENT TO BOS AGREEMENT NO. 24-212 (SECOND AMENDMENT TO AGREEMENT NO. PA-24-25) WITH GRANICUS, LLC., IN THE AMOUNT OF $30,096.57, FOR A NEW TOTAL OF $95,721.32, FOR SHORT-TERM RENTAL ACTIVITY MONITORING, REPORTING, AND ADDRESS IDENTIFICATION SERVICES, EFFECTIVE SEPTEMBER 15, 2023, THROUGH A NEW END DATE OF SEPTEMBER 14, 2026 (PRIOR AMENDMENT END DATE: SEPTEMBER 14, 2025) – AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24-212-A1

3X) APPROVAL OF AGREEMENT FOR THE COLLECTION BY THE COUNTY OF THE DELINQUENT SEWER AND GROUNDWATER MANAGEMENT FEES LEVIED BY THE MENDOCINO CITY COMMUNITY SERVICES DISTRICT, AND FOR THE COLLECTION OF THE DELINQUENT SEWER AND GROUNDWATER MANAGEMENT FEES COLLECTION FEE (YEARLY REVENUE AMOUNT DEPENDENT ON THE NUMBER OF PARCELS AND TOTAL CHARGE), EFFECTIVE UPON FULL EXECUTION WITH AUTOMATIC YEARLY RENEWALS UNTIL EITHER PARTY TERMINATES THE AGREEMENT – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-146

3Y) ADOPTION OF RESOLUTION APPROVING MENDOCINO COUNTY'S 2025-26 TAX RATES – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-146

3Z) ACCEPTANCE OF JUNE 30, 2025 MENDOCINO COUNTY POOLED INVESTMENTS REPORT – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Approved;

3AA) ADOPTION OF PROCLAMATION RECOGNIZING SEPTEMBER 7TH THROUGH SEPTEMBER 13TH, 2025, AS NATIONAL SUICIDE PREVENTION WEEK – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Adopted and Chair is authorized to sign same;

3AB) ADOPTION OF RESOLUTION AUTHORIZING THE AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR OR DESIGNEE TO PROCESS AND PAY FOR OUTSTANDING INVOICES, TOTALING THE AMOUNT OF $2,584.90, FROM VARIOUS PSYCHIATRIC HOSPITALS, CLINICS AND PHYSICIAN OFFICES FOR MANDATED SERVICES PROVIDED TO QUALIFIED MENDOCINO COUNTY MENTAL HEALTH CLIENTS – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-147

3AC) APPROVAL OF SEVENTH AMENDMENT TO BOS AGREEMENT NO. 22-129 WITH NETSMART TECHNOLOGIES, INC. IN THE AMOUNT OF $350,663.52 FOR A NEW AGREEMENT TOTAL OF $2,524,473.93, TO PROVIDE ELECTRONIC HEALTH RECORD DATABASES FOR MENDOCINO COUNTY HEALTH SERVICES, AND SOCIAL SERVICES, EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 22-129-A7

3AD) APPROVAL AND AUTHORIZATION OF EXECUTION BY THE HEALTH SERVICES DIRECTOR, OF PRELIMINARY INTERGOVERNMENTAL AGREEMENT NO. 25-50104 TO OPT INTO DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM (DMC-ODS) WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES IN THE AMOUNT OF $0, TO PROVIDE OR ARRANGE COVERED DMS-ODS SERVICES TO MEDI-CAL MEMBERS WHO RESIDE WITHIN MENDOCINO COUNTY, EFFECTIVE JULY 1, 2025, THROUGH DECEMBER 31, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Interim Agreement *25-147

3AE) APPROVAL OF RETROACTIVE AGREEMENT WITH INOVALON, INC. IN THE AMOUNT OF $262,714, TO PROVIDE NATIONAL COMMITTEE FOR QUALITY ASSURANCE (NCQA) CERTIFIED DATA ANALYSIS SOFTWARE TO ENABLE BEHAVIORAL HEALTH AND RECOVERY SERVICES RUN HEALTHCARE EFFECTIVENESS DATA AND INFORMATION SET (HEDIS) MEASURES, EFFECTIVE SEPTEMBER 1, 2025, THROUGH AUGUST 31, 2028 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-148

3AF) APPROVAL OF THE HEALTH SERVICES DIRECTOR, ON BEHALF OF THE MENTAL HEALTH OVERSIGHT COMMITTEE (MEASURE B), TO ISSUE A REQUEST FOR PROPOSAL FOR SUBSTANCE MISUSE TREATMENT AND PROGRAMS – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved;

3AG) APPROVAL OF AGREEMENT WITH TETRA GROWTH SYSTEMS, A PENNSYLVANIA LLC, DBA CANNA BUSINESS SERVICES, FOR UP TO $61,268.98 IN DIRECT TECHNICAL ASSISTANCE SERVICES, FROM NOVEMBER 1, 2025, THROUGH OCTOBER 31, 2026 – SPONSOR: CANNABIS

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-149

3AH) APPROVAL OF FIRST AMENDMENT TO BOS AGREEMENT NO. 25-047 WITH REDWOOD PUBLIC LAW, LLP, IN THE AMOUNT OF $15,000 FOR A NEW AGREEMENT TOTAL OF $25,000, TO CONTINUE TO PROVIDE LEGAL ADVICE AND ANALYSIS REGARDING NEGOTIATION OF TAX SHARING AND THE ANNEXATION PROCESS – SPONSOR: COUNTY COUNSEL

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-047-A1

3AI) APPROVAL OF FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT WITH KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD, A PROFESSIONAL CORPORATION, IN THE AMOUNT OF $100,000 FOR A NEW TOTAL OF $300,000, TO CONTINUE TO PROVIDE ADVICE AND REPRESENTATION REGARDING COUNTY OF MENDOCINO LIABILITY AND LITIGATION, EFFECTIVE UPON EXECUTION THROUGH JUNE 30, 2027 – SPONSOR: COUNTY COUNSEL

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24-201-A1

3AJ) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE: BUDGET UNIT 2310 (SHERIFF), ADD 1.0 FTE, LEGAL SERVICES SUPERVISOR $62,296.00 - $75,712.00/ANNUALLY; DELETE 1.0 FTE, (POSITION NO. 4615) LEGAL SECRETARY II, $46,987.20 - $57,137.60/ANNUALLY – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-148

DRAFT

3AK) ADOPTION OF RESOLUTION ADOPTING THE NEW CLASSIFICATION AND ESTABLISHING THE SALARY RANGE OF BOOKMOBILE DRIVER I, $49,316.80 - $59,966.40/ANNUALLY, BOOKMOBILE DRIVER II, $53,040.00 - $64,459.20/ANNUALLY, LIBRARY ASSISTANT II, $45,884.80 - $55,785.60/ANNUALLY; ADOPT TITLE CHANGE FROM LIBRARY ASSISTANT TO LIBRARY ASSISTANT I AND REVISE SALARY RANGE TO $42,702.40 - $51,916.80/ANNUALLY; REVISE SALARY RANGE OF THE LIBRARY TECHNICIAN TO $49,316.80 - $59,966.40/ANNUALLY, SENIOR LIBRARY TECHNICIAN TO $53,040.00 - $64,459.20/ANNUALLY; LIBRARIAN I TO $58,344.00 - $70,907.20/ANNUALLY; LIBRARIAN II TO $62,712.00 - $76,232.00/ANNUALLY; AMEND POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 6110 (LIBRARY), ADD 9.50 FTE LIBRARY ASSISTANT II (5 @ 1.0 FTE AND 9 @ 0.50 FTE, TOTAL 14 POSITION NUMBERS); ADD 1.0 FTE BOOKMOBILE DRIVER II; ADD 1.0 FTE ADMINISTRATIVE ASSISTANT; ADD 1.0 FTE SR. LIBRARY TECHNICIAN; ADD 1.0 FTE LIBRARY BRANCH MANAGER - MLS; DELETE 9.0 FTE LIBRARY ASSISTANT, (5 @ 1.0 FTE AND 8 @ 0.50 FTE, TOTAL 13 POSITION NUMBERS) POSITION NO.'S 3911, 3912, 3913, 3914, 3916, 3919, 3920, 4539, 4654, 4655, 4656, 4657, 4658; DELETE 1.0 FTE LIBRARY ASSOCIATE, POSITION NO. 3480; DELETE 1.0 FTE OFFICE SERVICES SUPERVISOR, POSITION NO. 4603; DELETE 1.0 FTE BOOKMOBILE DRIVER, POSITION NO. 851; DELETE 1.0 FTE LIBRARIAN II, POSITION NO. 3940; AND RECLASSIFY INCUMBENTS – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-149

3AL) APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH POTTER VALLEY COMMUNITY UNIFIED SCHOOL DISTRICT TO IMPLEMENT THE "STUDENT SUCCESS CARD" PROGRAM TO PROVIDE STUDENTS WITH MENDOCINO COUNTY LIBRARY CARDS WHICH GIVES FREE ACCESS TO ONLINE TUTORING, INFORMATION, AND RESOURCES TO HELP STUDENTS SUCCEED ACADEMICALLY – SPONSOR: LIBRARY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-150

3AM) APPROVAL OF FRAMEWORK AGREEMENT WITH OCLC GLOBAL LIBRARY COOPERATIVE FOR THE LIBRARY TO SUBSCRIBE TO WORLDSHARE METADATA AND INTERLIBRARY LOAN SERVICES IN THE ANNUAL AMOUNT OF APPROXIMATELY $2,500, TO COLLABORATE WITH MEMBER LIBRARY SYSTEMS TO PROVIDE BIBLIOGRAPHIC RECORDS AND INTERLIBRARY LOAN SERVICES – SPONSOR: LIBRARY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-151

3AN) ADOPTION OF AN ORDINANCE AMENDING MENDOCINO COUNTY CODE CHAPTER 22.17 (FLOODPLAIN ORDINANCE) TO COMPLY WITH FEDERAL AND STATE REGULATIONS, INCLUDING CONFORMANCE WITH THE NEWLY ADOPTED FLOOD INSURANCE STUDY (FIS) AND FLOOD INSURANCE RATE MAP (FIRM) FOR MENDOCINO COUNTY – SPONSOR: PLANNING AND BUILDING SERVICES

Adopted and Chair is authorized to sign same;

Enactment No: Ordinance 4547

3AO) AUTHORIZATION OF THE ISSUANCE OF ADMINISTRATIVE COASTAL DEVELOPMENT PERMIT NO. CDP_2025-0002 (CLIFTON-BUMPASS) TO CONSTRUCT A DETACHED GARAGE WITH A GUEST COTTAGE ON THE SECOND FLOOR, INCLUDING THE USE OF THE GUEST COTTAGE AS A TEMPORARY DWELLING, DURING THE RENOVATION OF THE EXISTING SINGLE-FAMILY RESIDENCE; UPON COMPLETION OF THE RENOVATION OF THE RESIDENCE THE TEMPORARY DWELLING WILL BE CONVERTED TO A GUEST COTTAGE, IN THE TOWN OF MENDOCINO, LOCATED AT 44780 LITTLE LAKE ROAD, MENDOCINO, APN: 119-140-16 – SPONSOR: PLANNING AND BUILDING SERVICES

Approved;

3AP) ACCEPTANCE OF INFORMATIONAL REPORT REGARDING THE ISSUANCE OF EMERGENCY COASTAL DEVELOPMENT PERMIT EM_2025-0002 (KIM) TO PERMANENTLY CLOSE AND REMOVE ALL SINGLE-WALLED UNDERGROUND STORAGE TANKS (USTS) AND NON-EXEMPT SINGLE-WALLED PIPING (SWTS), LOCATED AT 7746 N. HIGHWAY 1, LITTLE RIVER; APN: 121-280-17 – SPONSOR: PLANNING AND BUILDING SERVICES

Approved;

3AQ) APPROVAL OF SECOND AMENDMENT TO AGREEMENT NO. BOS-23-031 WITH CHARLES EVANS, M.D. IN THE AMOUNT OF $60,000, FOR A NEW AGREEMENT TOTAL OF $210,000 TO PROVIDE TUBERCULOSIS CONTROL OFFICER, DISEASE INTERVENTION SPECIALIST, AND DEPUTY PUBLIC HEALTH OFFICER DUTIES, EFFECTIVE JANUARY 1, 2023, THROUGH DECEMBER 31, 2026 – SPONSOR: PUBLIC HEALTH

Approved and Chair is authorized to sign same;

Enactment No: Agreement 23-031-A1

3AR) APPROVAL OF RETROACTIVE BINDING ALLOCATION AGREEMENT LETTER WITH CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR "FUTURE OF PUBLIC HEALTH" (FOPH) FUNDS, IN THE AMOUNT OF $715,080 TO SUPPORT LOCAL HEALTH JURISDICTIONS AND STRENGTHEN LOCAL INFRASTRUCTURE FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: PUBLIC HEALTH

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-152

3AS) RATIFICATION OF THE SUBMISSION OF THE APPLICATION FOR WOMEN, INFANTS AND CHILDREN PROGRAM FUNDING WITH CALIFORNIA DEPARTMENT OF PUBLIC HEALTH; APPROVAL OF REVENUE AGREEMENT NO. 25-10183 WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH IN THE AMOUNT OF $3,835,719 TO SUPPORT THE DELIVERY OF SERVICES AND BENEFITS OF THE WOMEN, INFANTS, AND CHILDREN PROGRAM, EFFECTIVE OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2028; AND ADOPTION OF RESOLUTION AUTHORIZING BOARD OF SUPERVISORS TO APPROVE AGREEMENT AND AUTHORIZING THE HEALTH SERVICES DIRECTOR OR DESIGNEE TO SIGN THE AGREEMENT AND ANY FUTURE AGREEMENTS THAT DO NOT EXCEED THE MAXIMUM AMOUNT – SPONSOR: PUBLIC HEALTH

Approved and Chair is authorized to sign same;

Enactment No: Resolution 25-150; Interim Agreement *25-153

3AT) APPROVAL OF APPROPRIATION OF FUNDS TO DRAWDOWN FROM AMERICAN RESCUE PLAN ACT-COMMUNITY BASED CHILD ABUSE PREVENTION (ARPA-CBCAP) – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

3AU) APPROVAL OF SUBMISSION OF ROUND SEVEN ALLOCATION ACCEPTANCE DOCUMENTATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR $199,840 THROUGH THE TRANSITIONAL HOUSING PROGRAM (THP); APPROVAL OF SUBMISSION OF ROUND FOUR ALLOCATION ACCEPTANCE DOCUMENTATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR $71,089 THROUGH THE HOUSING NAVIGATION AND MAINTENANCE PROGRAM (HNMP); AND ADOPTION OF RESOLUTION AUTHORIZING APPLICATION FOR, AND ACCEPTANCE OF, MENDOCINO COUNTY'S ALLOCATION AWARDS THROUGH THP AND HNMP, AND AUTHORIZING THE DEPARTMENT OF SOCIAL SERVICES DIRECTOR OR DESIGNEE TO SIGN DOCUMENTS NECESSARY TO PARTICIPATE IN THE THP AND HNMP PROGRAMS – SPONSOR: SOCIAL SERVICES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-151

3AV) ADOPTION OF AN ORDINANCE AMENDING SECTION 15.04.030 OF THE MENDOCINO COUNTY CODE - SPEED ZONING ON COUNTY ROADS, ESTABLISHING MAXIMUM SPEED LIMIT(S) BETWEEN 25 MILES PER HOUR (MPH) AND 40 MPH ON VARIOUS SEGMENTS OF LITTLE RIVER AIRPORT & ALBION RIDGE ROADS, COUNTY ROADS (CR) 404 MILEPOST (MP) 0.00 TO 5.92 AND CR 402 MP 0.00 TO 4.00 (LITTLE RIVER - ALBION AREA) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Ordinance 4548

3AW) ADOPTION OF RESOLUTION AUTHORIZING THE DIRECTOR OF TRANSPORTATION OR DESIGNEE TO ACCEPT THE STATE OF CALIFORNIA SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM FUNDING IN THE AMOUNT OF $442,650, WITH A LOCAL MATCH OF $57,350, EXECUTE THE AGREEMENT AND ANY AMENDMENTS THERETO, AND SIGN ANY OTHER NECESSARY RELATED DOCUMENTS ON BEHALF OF MENDOCINO COUNTY FOR THE CLIMATE ADAPTATION STORM DRAINAGE VULNERABILITY ANALYSIS PROJECT IN VARIOUS LOCATIONS THROUGHOUT THE COUNTY – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-152

AGENDA ITEM NO. 4 – REGULAR CALENDAR

4A) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF INFORMATIONAL REPORT(S) FROM THE ASSESSOR/CLERK-RECORDER/REGISTRAR OF VOTERS, ACTING AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR, DISTRICT ATTORNEY, SHERIFF AND VARIOUS COUNTY DEPARTMENT HEADS OR DESIGNEE(S) – SPONSOR: EXECUTIVE OFFICE

Presenter/s: Chamise Cubbison, Auditor-Controller/Treasurer-Tax Collector; and Katrina Bartolomie, Assessor/Clerk-Recorder/Registrar of Voters.

Public Comment: None.

Board Action: No Action Taken.

4B) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF THE PRESENTATION ON THE NOYO HARBOR MULTIMODAL CIRCULATION ACCESS PLAN (FORT BRAGG AREA) - SPONSOR: TRANSPORTATION

Presenter/s: Nephele Barrett, Executive Director, Mendocino Council of Governments; and Kelly Bond, Consultant, Fehr & Peers.

Public Comment: None.

Board Action: Upon motion by Supervisor Norvell, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors accepts presentation on the Noyo Harbor Multimodal Circulation Access Plan (Fort Bragg Area). The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

DRAFT

4C) NOTICE OF PUBLIC HEARING – DISCUSSION AND POSSIBLE ACTION INCLUDING REVIEW OF THE PERFORMANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT NUMBER 20-CDBG-CV2-3-00088 FOR COUNTY OF MENDOCINO CV 2&3 HOMEKEY TRANSITIONAL HOUSING FACILITY IMPROVEMENTS PROGRAM, AND AUTHORIZATION FOR THE COUNTY OF MENDOCINO TO CLOSE OUT GRANT, AS REQUIRED BY THE STATE HOUSING COMMUNITY DEVELOPMENT (HCD) AGENCY - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Kelly Hansen, Administrative Analyst, Executive Office.

Public Comment: None.

Board Action: Upon motion by Supervisor Mulheren, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors reviews the performance of the Community Development Block Grant (CDBG) Agreement number 20-CDBG-CV2-3-00088 for County of Mendocino CV 2&3 Homekey Transitional Housing Facility Improvements Program, and authorizes the County of Mendocino to close out grant, as required by the State Housing Community Development (HCD) agency; and authorizes the Chief Executive Officer or designee to sign any grant close out documents or other necessary documents related to this grant. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

4D) DISCUSSION AND POSSIBLE ACTION INCLUDING REFERRAL OF DEVELOPMENT OF THE 2026 LEGISLATIVE PLATFORM TO THE GENERAL GOVERNMENT STANDING COMMITTEE PURSUANT TO THE BOARD OF SUPERVISORS RULES OF PROCEDURE – SPONSOR: EXECUTIVE OFFICE

Presenter/s: Kelly Hansen, Administrative Analyst, Executive Office.

Public Comment: Hannah Nelson.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors refers the development of the 2026 Legislative Platform to the General Government Standing Committee pursuant to the Board of Supervisors Rules of Procedure. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

BOARD RECESS: 10:32 A.M – 10:45 A.M

DRAFT

4E) DISCUSSION AND POSSIBLE ACTION INCLUDING APPROVAL OF THE BOARD OF SUPERVISORS' RESPONSE TO THE 2024/2025 GRAND JURY REPORT AND DISBANDING OF THE GRAND JURY AD HOC COMMITTEE FOR THE GRAND JURY REPORT TITLED "PLANNING AND BUILDING DEPARTMENT - STRUCTURAL ISSUES: EXPOSING THE CRACKS"; AND DIRECT THE CLERK OF THE BOARD TO RETURN ORIGINAL TO THE COUNTY COUNSEL'S OFFICE FOR SUBMISSION - SPONSORS: SUPERVISOR WILLIAMS, SUPERVISOR NORVELL, AND COUNTY COUNSEL

Presenter/s: Charlotte E. Scott, County Counsel; Supervisor Williams; Supervisor Norvell; and Julia Krog, Director, Planning and Building Services

Public Comment: Randy Dorin; Dee Pallesen; Chris Boyd; Lee Howard; and Sojourna Lee.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors approves the Board of Supervisors' response to the 2024/2025 Grand Jury Report and disband the Grand Jury Ad Hoc Committee for the Grand Jury report titled "Planning and Building Department - Structural Issues: Exposing the Cracks" as amended during the meeting to add finding 10; directs the Clerk of the Board to return original to the County Counsel's Office for submission; and authorizes Chair to sign same. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

4F) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO STAFF ON MODIFICATIONS TO THE CODE VIOLATION COMPLAINT SYSTEM TO REQUIRE COMPLAINANTS TO PROVIDE VERIFIABLE CONTACT INFORMATION WHILE CONTINUING TO MAINTAIN COMPLAINANT CONFIDENTIALITY IN AN EFFORT TO PREVENT ABUSE AND PROTECT COUNTY RESOURCES - SPONSOR: SUPERVISOR HASCHAK

Presenter/s: Supervisor Haschak; Gretchen McLaughlin, Code Enforcement Manager, Planning and Building Services; John Burkes, Assistant Director, Planning and Building Services

Public Comment: Kerri Vau; Dee Pallesen; Meadow; Sheriff Matthew Kendall; Sir Jesse; Sojourna Lee; and Hannah Nelson.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors clarifies the Code Violation Complaint System to require that complainants provide their real name and verifiable contact information, while continuing to maintain complainant confidentiality to the extent allowed by law; allows staff discretion in determining whether and how to prioritize or investigate complaints that do not meet these requirements, based on available resources and enforcement priorities. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

BOARD RECESS: 12:43 P.M – 1:17 P.M

DRAFT

4G) NOTICED PUBLIC HEARING – DISCUSSION AND POSSIBLE ACTION TO CONSIDER AN APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF USE PERMIT U_2024-0004 TO CONSTRUCT A NEW CELL TOWER; LOCATED AT 28401 TIMBERLINE ROAD, WILLITS, APN 037-700-14, INCLUDING POSSIBLE ADOPTION OF A RESOLUTION GRANTING THE APPEAL AND MODIFYING THE PLANNING COMMISSION'S APPROVAL - SPONSOR: PLANNING AND BUILDING SERVICES

Presenter/s: Julia Krog, Director, Planning and Building Services; Matthew Moore, Consultant for Appellant, Verizon; Paul Albritton, Appellant Attorney.

Public Comment: Kathleen Rosenburg.

Board Action: Upon motion by Supervisor Norvell, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors adopts Resolution granting the appeal and modifying the Planning Commission approval of Use Permit U_2024-0004 to construct a new cell tower, located at 28401 Timberline Road, Willits, APN 037-700-14; and authorizes Chair to sign same. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

Enactment No: Resolution 25-153

4H) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO STAFF REGARDING ESTABLISHING A NEW USE TYPE OF TRANSIENT HABITATION: LOW INTENSITY CAMPING FOR THE INLAND AREA (OA_2024-0002) - SPONSOR: PLANNING AND BUILDING SERVICES

Presenter/s: Russ Ford, Senior Planner, Planning and Building Services; Matthew Kendell, Sheriff; and Julia Krog, Director, Planning and Building Services.

Public Comment: Greg Nelson; Ilene Rustle; Dee Pallesen; Kerri Vau; Chris Boyd; Matthew Kendall; Sojourna Lee; David A; Sierra; Cosmo; Cassandra; Suzanne Shine; and Craig Patterson.

Board Action: No Action Taken.

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

4I) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO STAFF REGARDING POTENTIAL ORDINANCE AMENDMENTS RELATED TO MICROBUSINESS CANNABIS FACILITIES TO ALIGN WITH STATE REGULATIONS - SPONSOR: PLANNING AND BUILDING SERVICES

Presenter/s: Julia Krog, Director, Planning and Building Services; Sara McBurney, Senior Program Manager, Cannabis; and Darcie Antle, Chief Executive Officer.

Public Comment: Steve Amato; Corinn Powell; Francis Owen; Chris Boyd; Hannah Nelson; and David A.

Board Action: No Action Taken.

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

AGENDA ITEM NO. 3 – CONSENT CALENDAR – ITEMS PULLED FOR SEPARATE CONSIDERATION

3H) APPROVAL OF APPROPRIATION TRANSFER OF FUNDS IN THE AMOUNT OF $1,010,449.52 FROM FUND 1100-ND-865802 OPERATING TRANSFER OUT MEASURE P REVENUES, $1,010,449.52 TO FUND 1240-FSP-827802 OPERATING TRANSFER IN, AND TO APPROPRIATE EXPENSES OF AN ADDITIONAL $1,010,449.52 TO FUND 1240-FSP-863113 PAYMENTS TO OTHER GOVERNMENT AGENCIES; APPROPRIATE FUNDS IN THE AMOUNT OF $169,893.81 FROM FUND 1100-ND-865802 OPERATING TRANSFER OUT MEASURE D (CAMPING TOT) REVENUES, $169,893.81 TO FUND 1240-FSC-827802 OPERATING TRANSFER IN, AND TO APPROPRIATE EXPENSES OF AN ADDITIONAL $169,893.81 TO FUND 1240-FSC-863113 PAYMENTS TO OTHER GOVERNMENT AGENCIES; INCREASE APPROPRIATION IN FUND 1100-ND-821500 BY $1,004,484.20; AND INCREASE APPROPRIATION IN FUND 1100-ND-821699 BY $169,893.81 – SPONSOR: EXECUTIVE OFFICE

Presenter/s: Supervisor Haschak; Charlotte E. Scott, County Counsel; Darcie Antle, Chief Executive Officer; and Chamise Cubbison, Auditor-Controller/Treasurer-Tax Collector.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors approves the appropriation transfer of funds in the amount of $1,010,449.52 from Fund 1100-ND-865802 Operating Transfer Out Measure P revenues, $1,010,449.52 to Fund 1240-FSP-827802 Operating Transfer In, and to appropriate expenses of an additional $1,010,449.52 to Fund 1240-FSP-863113 payments to other Government Agencies; appropriate funds in the amount of $169,893.81 from Fund 1100-ND-865802 Operating Transfer Out Measure D (Camping TOT) revenues, $169,893.81 to Fund 1240-FSC-827802 Operating Transfer In, and to appropriate expenses of an additional $169,893.81 to Fund 1240-FSC-863113 payments to other Government Agencies; increase appropriation in Fund 1100-ND-821500 by $1,004,484.20; increase appropriation in Fund 1100-ND-821699 by $169,893.81; and authorizes Chair to sign same. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

AGENDA ITEM NO. 4 – REGULAR CALENDAR

4J) CHIEF EXECUTIVE OFFICER'S REPORT - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Chief Executive Officer.

Public Comment: None.

4K) DISCUSSION AND POSSIBLE ACTION INCLUDING REVIEW, ADOPTION, AMENDMENT, CONSIDERATION OR RATIFICATION OF LEGISLATION PURSUANT TO THE ADOPTED LEGISLATIVE PLATFORM - SPONSOR: EXECUTIVE OFFICE

Withdrawn.

4L) SUPERVISORS' REPORTS REGARDING BOARD SPECIAL ASSIGNMENTS, STANDING AND AD HOC COMMITTEE MEETINGS, AND OTHER ITEMS OF GENERAL INTEREST - SPONSOR: BOARD OF SUPERVISORS

Presenter/s: Supervisor Williams; Supervisor Norvell; Supervisor Mulheren; and Supervisor Haschak.

DRAFT

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 5:19 P.M.

Attest: ATLAS M.A. PEARSON
Senior Deputy Clerk of the Board

_____ _____
JOHN HASCHAK, Chair

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Thank you for your interest in the proceedings of the Mendocino County Board of Supervisors

DRAFT

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3b)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact: Atlas Pearson **Phone:** 707-463-4441
Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Minutes of September 10, 2025, Board Workshop/Regular Closed Session Meeting

Recommended Action/Motion:
Approve minutes of September 9, 2025, Board workshop/regular closed session meeting.

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

MADELINE CLINE
1st District
Supervisor

MAUREEN MULHEREN
2nd District
Supervisor

JOHN HASCHAK
3rd District
Supervisor
Chair

BERNIE NORVELL
4th District
Supervisor
Vice-Chair

TED WILLIAMS
5th District
Supervisor

DARCIE ANTLE
Chief Executive Officer/
Clerk of the Board

Charlotte E. Scott
County Counsel

COUNTY ADMINISTRATION CENTER
501 Low Gap Road, Room 1070
Ukiah, CA 95482
(707) 463-4441 (t)
(707) 463-5649 (f)
cobsupport@mendocinocounty.gov

MENDOCINO COUNTY BOARD OF SUPERVISORS

ACTION MINUTES – September 10, 2025

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF MENDOCINO - STATE OF CALIFORNIA
FAIR STATEMENT OF PROCEEDINGS
(PURSUANT TO CALIFORNIA GOVERNMENT CODE §25150)

AGENDA ITEM NO. 1 – OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:00 A.M.)

Present: Supervisor Maureen Mulheren, Supervisor John Haschak, Supervisor Bernie Norvell, and Supervisor Ted Williams.

Staff Present: Darcie Antle, Chief Executive Officer; Sara Pierce, Acting Assistant Chief Executive Officer; Charlotte E. Scott, County Counsel; Lillian Bearden, Deputy Clerk of the Board; and Atlas M.A. Pearson, Senior Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Supervisor Cline.

AGENDA ITEM NO. 2 – WELCOME AND AGENDA REVIEW

Presenter/s: Chair Haschak.

AGENDA ITEM NO. 3 – PUBLIC EXPRESSION

Presenter/s: None.

AGENDA ITEM NO. 4 – REGULAR CALENDAR

4A) DISCUSSION AND PRESENTATION REGARDING THE MENDOCINO COUNTY HEALTH SUMMIT – PART 1 OF HEALTH SUMMIT SERIES DISCUSSING STATE AND FEDERAL POLICY CHANGES TO HEALTH PROGRAMS AND SERVICES – SPONSOR: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Chief Executive Officer; DeDe Parker, Director, Social Services; Rachel Ebel-Elliott, Deputy Director, Social Services; Stephen White, Assistant Director, Social Services; Jesse VanVoorhis, Deputy Director, Social Services; Sara Pierce, Acting Assistant Chief Executive Officer; Jenine Miller, Director, Health Services; Nate England, Acting Fiscal Manager, Health Services; Tami Bartolomei, Senior Program Specialist; Vicky Klakken, Regional Director, Partnership Healthplan of California; Rod Grainger, Mendocino Community Health Clinics; Jeff Mock, Adventist Health; and Lucresha Renteria, Mendocino Community Health Clinics.

Board Action: No Action Taken.

AGENDA ITEM NO. 5 – CLOSED SESSION

Presenter/s: None.

ADJORNED TO CLOSE SESSION: 11:41 A.M.

DRAFT

5A) PURSUANT TO GOVERNMENT N 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - PROPERTY: PHYSICAL ADDRESS: 46980 OCEAN VIEW AVENUE, GUALALA, CA AND APN: 144-034-24. AGENCY NEGOTIATORS: DARCIE ANTLE, SARA PIERCE. NEGOTIATING PARTIES: COUNTY OF MENDOCINO AND SOUTH COAST FIRE PROTECTION DISTRICT. UNDER NEGOTIATION: PRICE, TERMS, AND CONDITIONS OF PROPOSED SALE OF REAL PROPERTY

5B) PURSUANT TO GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION - CHIEF EXECUTIVE OFFICER

5C) PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATOR - AGENCY NEGOTIATORS: DARCIE ANTLE AND CHERIE JOHNSON; EMPLOYEE ORGANIZATION(S): SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU) LOCAL 1021, MENDOCINO COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA), MENDOCINO COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION (MCLEMA), MENDOCINO COUNTY MANAGEMENT ASSOCIATION, MENDOCINO COUNTY ASSOCIATION OF CONFIDENTIAL EMPLOYEES (MCACE), MENDOCINO COUNTY DEPARTMENT HEAD ASSOCIATION, MENDOCINO COUNTY PROBATION EMPLOYEES' ASSOCIATION (MCPEA)TEAMSTERS LOCAL 856, MENDOCINO COUNTY PUBLIC AUTHORITY AND SEIU LOCAL 2015 (IHSS), MENDOCINO COUNTY PUBLIC ATTORNEYS' ASSOCIATION (MCPAA), AND UNREPRESENTED

5D) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: ONE CASE – GARY MARKLEY V. COUNTY OF MENDOCINO, ET AL., MENDOCINO COUNTY SUPERIOR COURT, CASE NO. 24CV00443

5E) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: ONE CASE – IN RE: PURDUE PHARMA L.P., ET AL., UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK, CASE NO. 19-23649

5F) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: TWO CASES – IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION, U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO, CASE NOS. 1:17-MD-02804-DAP AND 1:18-OP-45654-DAP

5G) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: ONE CASE - DANIEL JACKSON KISLIUK V. CITY OF FORT BRAGG, ET AL., U.S. DISTRICT COURT, NORTHERN DISTRICT, CASE NO. 1:24-CV-03440-RMI

5H) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: ONE CASE – CHAMISE CUBBISON V. COUNTY OF MENDOCINO, ET AL., MENDOCINO COUNTY SUPERIOR COURT, CASE NO. 23CV01231

5I) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: ONE CASE – SCOTT ROAT V. COUNTY OF MENDOCINO, ET AL., MENDOCINO COUNTY SUPERIOR COURT, CASE NO. 25CV02171

5J) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: ONE CASE – MENDOCINO PRESERVATION FUND V. MENDOCINO COUNTY, ET AL., MENDOCINO COUNTY SUPERIOR COURT, CASE NO.25CV02262

5K) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: ONE CASE - JOSEPH HART V. COUNTY OF MENDOCINO, ET AL, U.S. DISTRICT COURT, NORTHERN DISTRICT, CASE NO. 1:25-CV-04501-RMI

5L) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2) - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: SIGNIFICANT EXPOSURE TO LITIGATION ARISING FROM A COMPLAINT FROM A FORMER EMPLOYEE OF THE MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT: ONE CASE

RECONVINE TO OPEN SESSION: 4:20 P.M.

AGENDA ITEM NO. 6 – REPORT OUT OF CLOSED SESSION

Presenter: Chair Haschak.

Board Action: With respect to agenda item 5a), 5b), 5c), 5d), 5e), 5f), 5g), 5h), 5i), 5j), 5k), and 5l), no reportable action was taken.

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 4:20 P.M.

Attest: ATLAS M.A. PEARSON
Senior Deputy Clerk of the Board

_____ _____
JOHN HASCHAK, Chair

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Thank you for your interest in the proceedings of the Mendocino County Board of Supervisors

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3c)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact: Atlas Pearson **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Appointments/Reappointments

Recommended Action/Motion:
Approve the following appointments/reappointments:

1. Dale Andrew, Member, Hopland Municipal Advisory Council;
2. Meaghan Smith, Trustee, Mendocino-Little River Cemetery District;
3. Sara Pierce, County Chief Executive Officer or Representative, Mental Health Treatment Act Citizens Oversight Committee; and
4. Carmen Harris, Second District Representative, Public Health Advisory Board.

Previous Board/Board Committee Actions:
The Board of Supervisors regularly approves and/or denies recommended appointments/reappointments to multiple Boards, Commissions, and Committees.

Summary of Request:
Staff has received the listed application, verified residency, determined that the requested position is currently vacant, and verified that the applicant fits the criteria for the requested position. In addition, Clerk of the Board staff received written or verbal support for the appointment from the individual Board/Commission and/or Supervisor for Supervisorial District position for which application has been received.

Alternative Action/Motion:
Do not approve the listed appointments or deny approval to one or more of the applicants.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
<https://www.mendocinocounty.gov/government/board-of-supervisors/boards-and-commissions>

Item #: 3c)

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Profile

Dale
First Name

Andrew
Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 1

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Hopland Municipal Advisory Council: Eligible

Which position, seat, or representational category would you prefer?

Council Member

Availability to Attend Meetings

☑ Night Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I work in the Construction Industry, specifically commercial HVAC, and currently serve as the Director of Operation for the Bay Area with the company I work for, Indoor Environmental Services. My interest in participating on the Hopland MAC is to provide an additional voice to our small community; My wife and I moved to Hopland from Santa Rosa in 2018, and we love this community. We want to be involved in our community and continue to get to know more of our neighbors.

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino (or reside in another County and meet the qualifications for the position) and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Profile

Sara
First Name

Pierce
Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 2

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Mental Health Treatment Act Citizens Oversight Committee: Eligible

Which position, seat, or representational category would you prefer?

CEO

Availability to Attend Meetings

☑ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

Delegated CEO - Per request from CEO

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino (or reside in another County and meet the qualifications for the position) and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Profile

Carmen
First Name

Harris
Last Name

Full/Legal Name (if different than name provided above)

Carmen Jean Harris

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 2

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Public Health Advisory Board: Eligible

Which position, seat, or representational category would you prefer?

Seat

Availability to Attend Meetings

- [x] Night Meetings
- [x] Day Meetings

Availability to Attend Meetings (Other)

Better after 2pm but can work it out

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I have worked in specialty mental health services for over 20 years working with moderate to severe mentally ill citizens in Mendocino County. I have helped coordinate services with all specialty mental health agencies and worked closely Adult Protective Services, Child welfare Services, LPS Public Guardian, and the Justice System with Behavioral Health Court. I currently work in an addiction clinic providing treatment to Medically Assisted Treatment patients. I am very interested in working with others to identify needs and gaps in our community. I was born and raised in Mendocino County, graduated from Ukiah High and have a Masters in Social Work. I am a Licensed Clinical Social Worker.

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Question applies to Public Health Advisory Board

Membership of the PHAB shall be from among the following 16 categories. Under which category are you applying? *

- [x] Behavioral Health

Question applies to Public Health Advisory Board

Seats on the PHAB include District Representatives, General Members, and a few job specific Ex-Officio seats. Which seat are you applying for? *

- [x] District 2 Representative

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino (or reside in another County and meet the qualifications for the position) and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Profile

Meaghan
First Name

Smith
Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 5

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Mendocino - Little River Cemetery District: Eligible

Which position, seat, or representational category would you prefer?

any available

Availability to Attend Meetings

☑ Night Meetings
☑ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I have a deep appreciation for our community’s history and the role the cemetery plays in preserving it. Through my work in estate liquidation, I have seen firsthand the importance of helping families honor loved ones and move forward through one of life’s final stages. My background in real estate has strengthened my organizational skills and ability to multitask, all of which I believe would allow me to contribute meaningfully to the board’s work.

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino (or reside in another County and meet the qualifications for the position) and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3d)

To: BOARD OF SUPERVISORS

From: Supervisor Mulheren

Meeting Date: September 23, 2025

Department Contact: Supervisor Mulheren **Phone:** 707-463-4221

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Appointment of Supervisor Mulheren to Serve as the Board of Supervisors Representative to the Countywide Redevelopment/Successor Agency Oversight Board

Recommended Action/Motion:
Appoint Supervisor Mulheren Board of Supervisors as a Board of Supervisors Representative to the Countywide Redevelopment/Successor Agency Oversight Board.

Previous Board/Board Committee Actions:
The Board of Supervisors approves and/or denies recommended appointments/reappointments to Boards and Commissions regularly.

Summary of Request:
On and after July 1, 2018, each local oversight board in Mendocino County was to be dissolved and replaced by a single County Oversight Board, per direction of the State of California.

The Consolidated Oversight Board, known as the Countywide Redevelopment/Successor Agency Oversight Board, consists of seats as follows: (1) member may be appointed by the Board of Supervisors, (1) member may be appointed by the City Selection Committee, (1) member may be appointed by the independent special district selection committee (LAFCO), (1) member appointed by the county superintendent of education, (1) member appointed by the Chancellor of the California Community Colleges, (1) member of the public appointed by the Board of Supervisors, (1) member appointed by the recognized employee organization representing the largest number of successor agency employees in the county.

The Board of Supervisors will now need to consider an appointment of one member of the Board to sit on the Countywide Oversight Board. Supervisor Mulheren has held this seat since 2021 and is willing to continue to serve September 23, 2025 through December 31, 2028. If appointed, the Board would allow Supervisor Mulheren to continue serving as the Boards representative throughout her term.

Alternative Action/Motion:
Provide alternate direction to staff.

Strategic Plan Priority Designation: A Thriving Economy

Item #: 3d)

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
<https://www.mendocinocounty.org/government/board-of-supervisors/boards-and-commissions>

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3e)

To: BOARD OF SUPERVISORS

From: Supervisor Mulheren and Supervisor Cline

Meeting Date: September 23, 2025

Department Contact:	Supervisor Mulheren	**Phone:**	707-463-4221
Department Contact:	Supervisor Cline	**Phone:**	707-463-4221

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of a Proclamation Recognizing September 15-21, 2025, as Pollution Prevention Week and September 22-28, 2025, as Creek Week in the Russian River Watershed
(Sponsors: Supervisor Mulheren and Supervisor Cline)

Recommended Action/Motion:
Adopt Proclamation recognizing September 15-21, 2025, as Pollution Prevention Week and September 22-28, 2025, as Creek Week in the Russian River Watershed; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
The Board regularly approves requests to recognize community events and initiatives that support the Health Safety and well-being of the County.

Summary of Request:
Approval of a Proclamation recognizing September 15-21, 2025, as Pollution Prevention Week and September 22-28, 2025, as Creek Week in the Russian River Watershed.
Attachment: 2025 Creek Week Activities

Alternative Action/Motion:
Do not adopt the Proclamation and provide alternate direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A

Item #: 3e)

budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

PROCLAMATION

OF THE

MENDOCINO COUNTY BOARD OF SUPERVISORS

RECOGNIZING September 15-21, 2025 is Pollution Prevention Week and September 22-28, 2025 is Creek Week in the Russian River Watershed

WHEREAS, throughout the United States the week starting on the third Monday of September is recognized as National Pollution Prevention Week; and

WHEREAS, throughout much of California, including the Russian River watershed, cities, counties and other stewardship organizations are recognizing the fourth week of September as Creek Week; and

WHEREAS, our pollution prevention practices are intrinsically linked to the health of our watershed lands and waterways; and

WHEREAS, the Russian River Watershed Association supports programs to reduce pollution, increase the environmental quality of our watershed, and provide our communities with the knowledge to be effective stewards of the Russian River watershed lands and waterways; and

WHEREAS, the Russian River Watershed Association supports programs to reduce pollution, increase the environmental quality of our watershed, and provide our communities with the knowledge to be effective stewards of the Russian River watershed lands and waterways; and

WHEREAS, the nearly 1,500 square miles of lands, 150 creeks, and approximately 360,000 residents of the Russian River watershed are connected and mutually support each other; and

WHEREAS, the Russian River, along with its tributaries and associated features are important resources to the people of Sonoma and Mendocino Counties; and

WHEREAS, pollution in the form of trash and debris, chemicals from industry and everyday living, and sediment from construction and many land uses and activities all have the potential to degrade the quality of life and the quality of resources within the Russian River watershed; and

WHEREAS, the Russian River Watershed Association strives to protect our lands and waterways through ongoing pollution prevention outreach which aims to raise awareness of the harmful effects of pollutants to our natural systems; and

WHEREAS, during Pollution Prevention Week and Creek Week, creek, river and ocean clean-up campaigns will take place throughout Sonoma and Mendocino Counties.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mendocino, hereby "September 15-21, 2025 is Pollution Prevention Week and September 22-28, 2025 is Creek Week in the Russian River watershed, and asks all members of our community to support efforts to protect and enrich our watershed health by participating the many Pollution Prevention Week/Creek Week activities, and to take active steps to reduce pollution and care for our environment throughout the year"

Dated: September 23, 2025

_____

John Haschak, Chair

JOIN THE RUSSIAN RIVER WATERSHED FOR

CREEK WEEK!

RRWA
RUSSIAN RIVER WATERSHED ASSOCIATION

SEPTEMBER 22-28, 2025

Join volunteer opportunities and events to help clean and protect the Russian River Watershed—while having fun and learning too!

FRIDAY, SEPTEMBER 19

Mendocino Coastal Cleanup | Moat creek | 9am - 12pm

SATURDAY, SEPTEMBER 20

Cotati Cleanup | Laguna de Santa Rosa, Gravenstein Way | 10am - 12pm
Cotati Cleanup and Habitat Restoration | Laguna de Santa Rosa, LaSalle Lane and Benson Lane | 10am - 12pm
Mendocino Coastal Cleanup | 12 coastal locations | 9am - 12pm
Ukiah Valley Cleanup | Low Gap Park | 8:30am - 12pm
Coastwalk Coastal Cleanup | 8 coastal locations | 9am - 12pm
Russian Riverkeeper Cleanups | 14 locations throughout the watershed (Cloverdale, Healdsburg, Geyserville, Windsor, Monte Rio, and more!)

SUNDAY, SEPTEMBER 21

Guided Nature Walk | Flat Rock Park, Santa Rosa | 9 - 11am

TUESDAY AND THURSDAY, SEPTEMBER 23 AND 25

Downtown Underground Tour | Prince Gateway Park, Santa Rosa | Tours running from 4 - 6pm, last tour at 5:45pm

FRIDAY, SEPTEMBER 26

Tour de Creek Trail Bike Ride | Santa Rosa | 5 - 7pm

To learn more about and register for an event, visit:
rrwatershed.org/project/creek-week

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3f)

To: BOARD OF SUPERVISORS

From: Supervisor Williams, Supervisor Norvell, County Counsel, and Executive Office

Meeting Date: September 23, 2025

Department Contact:	Darcie Antle	**Phone:**	707-463-4441
Department Contact:	Charlotte Scott	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement with Jones Mayer Law in the Amount of $20,000, to Provide Specialized Legal Services Regarding the Disposition of Real Property, Effective Upon Signing through June 30, 2026
(Sponsors: Supervisor Norvell, Supervisor Williams, County Counsel and Executive Office)

Recommended Action/Motion:
Approve Agreement with Jones Mayer Law in the amount of $20,000, to provide specialized legal services regarding the disposition of real property, effective upon signing through June 30, 2026; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
The Executive Office is seeking approval of an agreement with Jones Mayer Law to provide specialized legal services including legal advice and analysis regarding disposition of real property owned by the County of Mendocino, including, but not limited to, issues related to the Surplus Land Act, Military and Veterans Code, and lot line or subdivision issues.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: EO, 86-2189

Item #: 3f)

current f/y cost: $20,000
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

#_____

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Jones Mayer Law,** hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its General Counsel Services for the County of Mendocino, Executive Office; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements
Exhibit D Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2026.

The compensation payable to CONTRACTOR hereunder shall not exceed Twenty Thousand Dollars ($20,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By:_____
DEPARTMENT HEAD

Date: _____

Budgeted: Yes
Budget Unit: EO
Line Item: 86-2189
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date:_____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date:_____

CONTRACTOR/COMPANY NAME

By:_____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Jones Mayer Law
3777 North Harbor Boulevard
Fullerton, CA 92835

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By:_____
COUNTY COUNSEL

Date:_____

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

_____
Deputy CEO or Designee

Date:_____

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; $50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ N/A
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside of Mendocino County

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

   CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

   In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

   CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

   Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

   CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Sara Pierce

To CONTRACTOR: Jones Mayer Law
3777 North Harbor Boulevard
Fullerton, CA 92835
Attn: Baron Bettenhausen

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed $20,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

    c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the

requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

I. CONTRACTOR shall provide the following specialized legal services:

A. Legal advice and analysis regarding disposition of real property owned by the County of Mendocino, including, but not limited to, issues related to the Surplus Land Act, Military and Veterans Code, and lot line or subdivision issues.

B. CONTRACTOR shall make every effort to provide the most cost-effective services possible to COUNTY and shall suggest options and techniques to dispose of referred matters without unnecessary legal work.

C. CONTRACTOR shall provide COUNTY with necessary staff qualified to perform legal tasks at the least costly billing category.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY shall pay CONTRACTOR for services under this Agreement according to the following:

General Legal services	$275 per hour
Special Projects	$325 per hour
Paralegal/Law Clerk	$175 per hour

II. CONTRACTOR will bill time in minimum units of one-tenth of an hour.

III. CONTRACTOR will provide COUNTY a monthly billing statement that sets forth work performed and amount due and payable at that time.

IV. CONTRACTOR shall submit invoices to:

County of Mendocino
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Sara Pierce

V. Payments under this Agreement shall not exceed Twenty Thousand Dollars ($20,000) for the term of the Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - $500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.gov.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3g)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact:	Tony Rakes	**Phone:**	707-463-4441
Department Contact:	Jesica Sandoval	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Acceptance of the Essential Services Sales Tax (Measure P) Allocation Method for Fourth Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Districts Association of Elected Officials (Exhibit A); Acceptance of the Mendocino County Camping Transient Occupancy Tax (Measure D) Allocation Method for Fourth Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Chiefs Association (Exhibit B); Acceptance of the Mendocino County Proposition 172 Allocation Method for Fourth Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Chiefs Association (Exhibit C); and Authorization for the Chief Executive Officer or Designee to Negotiate and Enter Into Agreements with Fire Agencies and the Mendocino County Fire Safe Council, Not to Exceed the Amounts Appropriated

Recommended Action/Motion:
Accept the Essential Services Sales Tax allocation method (Measure P) for fourth quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Districts Association of Elected Officials (Exhibit A); accept the Mendocino County Camping Transient Occupancy Tax (Measure D) allocation method for fourth quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Chiefs Association (Exhibit B); accept the Mendocino County Proposition 172 allocation method for fourth quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Chiefs Association (Exhibit C); and authorize the Chief Executive Officer or designee to negotiate and enter into Agreements with the Fire Agencies and the Mendocino County Fire Safe Council, not to exceed the amounts appropriated.

Previous Board/Board Committee Actions:
On June 4, 2024, the Board of Supervisors approved the appropriation of funding for the Essential Services Sales Tax, the Mendocino County Camping Transient Occupancy Tax, and the Mendocino County Fire Chiefs Association. On February 11, 2025, the Board approved the allocations for Fiscal Year 2024-25, first quarter. On June 24, 2025, the Board approved the allocations for Fiscal Year 2024-25, second Quarter. On July 29, 2025, the Board approved the allocations for Fiscal Year 2024-25, third Quarter. On September 9, 2025, the Board approved an increase in appropriations to match the actual revenues received for Measures P and D in fiscal year 2024-25.

Summary of Request:
This item proposes allocations of funds from revenues generated by the Essential Services Sales Tax (Measure P), Mendocino County Camping Transient Occupancy Tax (Measure D) and Proposition 172. These proposed allocations have been submitted by the Mendocino County Fire Districts Association of Elected

Officials and the Mendocino County Fire Chiefs Association. If the allocations are approved by the Board of Supervisors, this item also authorizes the CEO or designee to negotiate and enter into agreements with the fire agencies in the County, as well as with the Mendocino County Fire Safe Council (FSC) for Measure P revenues. Funds would be distributed to the fire agencies and FSC under the allocation methods approved by the Board, and agreement amounts would not cumulatively exceed the spending amount that has been appropriated by the Board as part of the County's adopted budget. It is presently anticipated that agreements will be entered into on a quarterly basis, once final revenue totals are known. Should actual revenues from any of the funding sources exceed the amounts appropriated in the County budget, staff would return to the Board for direction on appropriating those funds.

Alternative Action/Motion:
Provide alternate direction.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: General Fund
current f/y cost: $5,873,000
budget clarification: This is part of the approved budget
annual recurring cost: Based on annual revenues and appropriations.
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

EXHIBIT A

updated: 9/15/2025

Measure P (.25% STx) Fire Funding Allocations (1) — QUARTERLY Calcs (2) — 2024-25 — Meas P

$ 4,000,000	← BOS FY Authorized Budget Projection	2024-25
3,600,000	← 90% Total Fire Agencies Budget portion (3)	
400,000	← 10% Total MC Fire Safe Council Budget portion (3)	

91,601 ← 2020 Census County Population (4)

Funding basis: Mendocino County, 2022 Ballot Measure P, .25% Sales Tax (sunsets 3/31/2033), and BOS Resolution #22-159

22 ← Agencies (5)

	Qtr 1 (12/02 tally)	Qtr 2 (5/14 tally)	Qtr 3 (6/23 tally)	Qtr 4 (9/15 adj tally true up)	TOTALS to Date
QTR Meas P Actual Revenues →	1,270,463.13	1,274,057.93	1,041,798.69	1,226,595.77	4,812,915.52
[AUDITOR's reported FY Total] →					4,812,915.52
QTR 90% Fire Agencies portion →	1,143,416.82	1,146,652.13	937,618.82	1,103,936.19	4,331,623.96
QTR 10% Fire Safe Council portion →	127,046.31	127,405.80	104,179.87	122,659.58	481,291.56

	Basic 40%	Pop 60%		Basic 40%	Pop 60%		Basic 40%	Pop 60%		Basic 40%	Pop 60%		Basic 40%	Pop 60%	
QTR gross Basic & Pop alloc →	457,367	686,050	1,143,416.81	458,661	687,991	1,146,652.13	375,048	562,571	937,618.82	441,574	662,362	1,103,936.19	1,732,650	2,598,974	4,331,623.95
QTR per Agency & per capita →	20,789	7.49		20,848	7.51		17,048	6.14		20,072	7.23		78,757	28.37	

Agencies included

	District/Agency	JPA	Pop (4)	%	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTALS
1	Albion-Little River FPD		1,447	1.58%	20,789	10,837	31,626.76	20,848	10,868	31,716.26	17,048	8,887	25,934.41	20,072	10,463	30,534.73	78,757	41,055	119,812.16
2	Anderson Valley CSD		3,189	3.48%	20,789	23,884	44,673.55	20,848	23,952	44,799.96	17,048	19,585	36,632.98	20,072	23,059	43,131.04	78,757	90,481	169,237.53
3	Brooktrails CSD		3,483	3.80%	20,789	26,086	46,875.48	20,848	26,160	47,008.12	17,048	21,391	38,438.59	20,072	25,185	45,256.93	78,757	98,822	177,579.12
4	Comptche CSD		521	0.57%	20,789	3,902	24,691.44	20,848	3,913	24,761.31	17,048	3,200	20,247.35	20,072	3,767	23,838.88	78,757	14,782	93,538.98
5	Covelo FPD		2,750	3.00%	20,789	20,596	41,385.64	20,848	20,655	41,502.75	17,048	16,889	33,936.84	20,072	19,885	39,956.65	78,757	78,025	156,781.88
6	Elk CSD		390	0.43%	20,789	2,921	23,710.31	20,848	2,929	23,777.40	17,048	2,395	19,442.81	20,072	2,820	22,891.62	78,757	11,065	89,822.14
7	Fort Bragg City FD	*Fort Bragg*	7,537	16.71%	20,789	114,639	156,217.54	20,848	114,963	156,659.57	17,048	94,005	128,100.71	20,072	110,680	150,823.56	78,757	434,288	591,801.38
8	Fort Bragg Rural FPD	*Fire*	7,770		20,789			20,848			17,048			20,072			78,757		
9	Hopland FPD		1,965	2.15%	20,789	14,717	35,506.35	20,848	14,759	35,606.82	17,048	12,068	29,115.73	20,072	14,209	34,280.36	78,757	55,752	134,509.26
10	Leggett Valley FPD		461	0.50%	20,789	3,453	24,242.07	20,848	3,462	24,310.67	17,048	2,831	19,878.86	20,072	3,333	23,405.02	78,757	13,080	91,836.62
11	Little Lake FPD (Willits)		9,156	9.99%	20,789	68,571	89,359.94	20,848	68,765	89,612.79	17,048	56,229	73,276.48	20,072	66,203	86,274.46	78,757	259,767	338,523.67
12	Long Valley FPD (Laytonville)		2,574	2.81%	20,789	19,278	40,067.48	20,848	19,333	40,180.86	17,048	15,808	32,855.93	20,072	18,612	38,684.01	78,757	73,032	151,788.28
13	Mendocino FPD		2,848	3.11%	20,789	21,330	42,119.62	20,848	21,391	42,238.80	17,048	17,491	34,538.71	20,072	20,594	40,665.28	78,757	80,806	159,562.41
14	Piercy FPD		131	0.14%	20,789	981	21,770.52	20,848	984	21,832.12	17,048	805	17,852.15	20,072	947	21,018.81	78,757	3,717	82,473.60
15	Potter Valley CSD		1,981	2.16%	20,789	14,837	35,626.18	20,848	14,879	35,726.99	17,048	12,166	29,214.00	20,072	14,325	34,396.06	78,757	56,206	134,963.23
16	Redwood Coast FPD		1,788	1.95%	20,789	13,391	34,180.70	20,848	13,429	34,277.42	17,048	10,981	28,028.68	20,072	12,929	33,000.48	78,757	50,731	129,487.28
17	Redwood V-Calpella FD		7,106	7.76%	20,789	53,221	74,010.11	20,848	53,371	74,219.53	17,048	43,642	60,689.40	20,072	51,383	71,454.64	78,757	201,617	280,373.68
18	South Coast FPD		1,777	1.94%	20,789	13,309	34,098.31	20,848	13,347	34,194.80	17,048	10,914	27,961.12	20,072	12,849	32,920.94	78,757	50,418	129,175.17
19	Ukiah City FD	*Ukiah Valley*	16,499	37.38%	20,789	256,457	298,036.13	20,848	257,183	298,879.31	17,048	210,299	244,394.07	20,072	247,602	287,745.37	78,757	971,540	1,129,054.88
20	Ukiah Valley FPD	*Fire*	17,744		20,789			20,848			17,048			20,072			78,757		
21	Westport VFC		278	0.30%	20,789	2,082	22,871.48	20,848	2,088	22,936.20	17,048	1,707	18,754.95	20,072	2,010	22,081.76	78,757	7,888	86,644.39
22	Whale Gulch VFC		208	0.23%	20,789	1,558	22,347.21	20,848	1,562	22,410.45	17,048	1,277	18,325.05	20,072	1,504	21,575.59	78,757	5,902	84,658.30
	(truncation manual adj: UVFA +/- cents to balance as indicated) →						0.2470			0.1199			0.2109			0.2629			0.8407
	Totals:		91,601	100%	457,367	686,050	1,143,416.82	458,661	687,991	1,146,652.13	375,047	562,571	937,618.82	441,574	662,362	1,103,936.19	1,732,649	2,598,974	4,331,623.96
	Percent of quarterly funding:				40%	60%		40%	60%		40%	60%		40%	60%		40%	60%	0.00

NOTES:

1) Meas P allocations above are based on a MCAFD funding formula approved 6/15/2022 with a 40% basic allocation shared equally by fire agencies including Cities, remaining 60% allocated by population
2) Began with quarterly allocation/distribution format starting with Q4 FY 2022/23
3) Fire Safe Council authorized to receive 10% and Fire Agencies 90% of allocated funding based on BOS resolution #22-159
4) Agency population numbers adjusted to match County's 2020 Census total, each agency increased by same 3.96% over previously agreed upon agency and County numbers (88,113 to 91,601) - per 2022 MCAFD agreement
5) Because Meas P .25% sales tax applies uniformly throughout all areas of the County, jointly-run Fort Bragg and Ukiah JPA's each include 2 separate agencies and are eligible to receive 2 basic allotments.

9/15/2025

by:

EXHIBIT B

updated: 9/10/2025

Measure D (TOT) Fire Funding Allocations (1) — QUARTERLY Calcs (4) — 2024-25 Meas D (TOT)

$ 505,000	← BOS FY Budgeted Annual Projection …	2024-25
378,750	← 75% Fire Agencies minimum portion (2) (3)	
126,250	← 25% Fire Chiefs maximum recommendation portion (2) (3)	

Funding basis: Mendocino County, 2020 Ballot Measures D & E, 10% TOT on Campgrounds and RV Parks in unincorporated areas

		Qtr 1 (12/02 tally)	Qtr 2 (5/14 tally)	Qtr 3 (6/23 tally)	Qtr 4 (true-up 9/10 tally)	YTD QTRS
20 ← Agencies (1)						
QTR Meas D Actual Revenues →		191,880.82	164,499.04	66,665.87	251,848.08	674,893.81
[AUDITOR's reported FY Total] →						674,893.81
QTR Fire Chiefs percent →		25%	25%	25%	25%	
QTR Fire Chiefs allocation →		47,970.20	41,124.76	16,666.46	62,962.02	168,723.44
QTR Fire Agencies NET allocation →		143,910.62	123,374.28	49,999.41	188,886.06	506,170.37
QTR Net per Agency →		7,195.53	6,168.71	2,499.97	9,444.30	25,308.52
Agencies included						
District/Agency	*JPA*	Allocations	Allocations	Allocations	Allocations	TOTALS
1 Albion-Little River FPD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
2 Anderson Valley CSD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
3 Brooktrails CSD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
4 Comptche CSD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
5 Covelo FPD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
6 Elk CSD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
Fort Bragg City FD	*Fort Bragg*					25,308.51
7 Fort Bragg Rural FPD	*Fire Authority (1)*	7,195.53	6,168.71	2,499.97	9,444.30	
8 Hopland FPD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
9 Leggett Valley FPD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
10 Little Lake FPD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
11 Long Valley FPD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
12 Mendocino FPD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
13 Piercy FPD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
14 Potter Valley CSD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
15 Redwood Coast FPD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
16 Redwood V-Calpella FD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
17 South Coast FPD		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
Ukiah City FD	*Ukiah Valley*					25,308.68
18 Ukiah Valley FPD	*Fire Authority (1)*	7,195.55	6,168.79	2,499.98	9,444.36	
19 Westport VFC		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
20 Whale Gulch VFC		7,195.53	6,168.71	2,499.97	9,444.30	25,308.51
(truncation manual adj: UVFA +/- cents to balance as indicated) →		0.0200	0.0800	0.0100	0.0600	0.17
Totals:		**143,910.62**	**123,374.28**	**49,999.41**	**188,886.06**	**506,170.37**
Proportion of total budgeted funding:		28.5%	24.4%	9.9%	37.4%	100.2%

NOTES:

1) Meas D allocations follow a funding formula detailed in voter-approved Meas E in place since 2021-22. (Funding source is a general fund TOT tax on campgrounds and RV Parks outside of incorporated Cities that aren't eligible to receive basic allocations.)
2) 2020 Voter advisory Meas E recommended TOT 75% revenue allocations shared equally among agencies and remaining ~25% to be allocated based on Chiefs Assoc recommendations (the "holdback").
3) TOT current year calcs based on MCFCA 11-9-2022 vote (75% to be distributed to agencies, 25% holdback - reserve fund)
4) Converted to quarterly distribution format in FY 2023-24

9/10/2025

by:

EXHIBIT C

revision date: 9/10/2025

Prop 172 Fire Funding Allocations [1] — QUARTERLY Calcs [2] — 2024-25 — Prop 172

$ 400,000 ← FY BOS Budget Annual Projection ... 2024-25
10,000 ← Basic (FIXED) allotment per Agency
200,000 ← Agencies Total Basic allotments [4]

91,601 ← 2020 Census County Population [3]

Funding basis: Mendocino County Board of Supervisors' letter - May 26,2016 "Proposition 172 Funds"

20 ← Agencies [4]

	Qtr 1 (12/02 tally)			Qtr 2 (5/14 tally)			Qtr 3 (6/23 tally)			Qtr 4 (true-up 9/10 tally)			TOTAL QTRS to Date		
QTR Revenues derived Allocation →	96,299.66			101,862.56			89,724.65			96,404.83			384,291.70		
[AUDITOR's reported FY Total] →													384,291.70		
QTR Funds Allocated →	96,299.66			101,862.56			89,724.65			96,404.83			384,291.70		
	Basic	Population		Basic	Population		Basic	Population		Basic	Population		Basic	Population	
QTR gross Basic & Pop alloc →	55,000	41,300	96,299.66	55,000	46,863	101,862.56	50,000	39,725	89,724.65	40,000	56,405	96,404.83	200,000	184,292	384,291.70
QTR per Agency & per capita →	2,750	0.45		2,750	0.51		2,500	0.43		2,000	0.62		10,000	2.01	

Agencies included

	District/Agency	JPA	Pop [3]	%	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTALS
1	Albion-Little River FPD		1,447	1.58%	2,750	652	3,402.40	2,750	740	3,490.27	2,500	628	3,127.52	2,000	891	2,891.01	10,000	2,911	12,911.20
2	Anderson Valley CSD		3,189	3.48%	2,750	1,438	4,187.80	2,750	1,631	4,381.47	2,500	1,383	3,882.97	2,000	1,964	3,963.67	10,000	6,416	16,415.91
3	Brooktrails CSD		3,483	3.80%	2,750	1,570	4,320.36	2,750	1,782	4,531.88	2,500	1,510	4,010.47	2,000	2,145	4,144.71	10,000	7,007	17,007.42
4	Comptche CSD		521	0.57%	2,750	235	2,984.90	2,750	267	3,016.54	2,500	226	2,725.94	2,000	321	2,320.81	10,000	1,048	11,048.19
5	Covelo FPD		2,750	3.00%	2,750	1,240	3,989.87	2,750	1,407	4,156.88	2,500	1,193	3,692.59	2,000	1,693	3,693.35	10,000	5,533	15,532.69
6	Elk CSD		390	0.43%	2,750	176	2,925.83	2,750	200	2,949.52	2,500	169	2,669.13	2,000	240	2,240.14	10,000	785	10,784.62
7	Fort Bragg City FD / Fort Bragg Rural FPD	Fort Bragg Fire Authority [4]	7,537 / 7,770	16.71%	2,750	6,901	9,651.16	2,750	7,831	10,580.71	2,500	6,638	9,137.97	2,000	9,425	11,425.23	10,000	30,795	40,795.07
8	Hopland FPD		1,965	2.15%	2,750	886	3,635.94	2,750	1,005	3,755.28	2,500	852	3,352.16	2,000	1,210	3,209.98	10,000	3,953	13,953.36
9	Leggett Valley FPD		461	0.50%	2,750	208	2,957.84	2,750	236	2,985.84	2,500	200	2,699.92	2,000	284	2,283.86	10,000	927	10,927.46
10	Little Lake FPD (Willits)		9,156	9.99%	2,750	4,128	6,877.89	2,750	4,684	7,433.90	2,500	3,970	6,470.47	2,000	5,638	7,637.65	10,000	18,420	28,419.91
11	Long Valley FPD (Laytonville)		2,574	2.81%	2,750	1,161	3,910.52	2,750	1,317	4,066.84	2,500	1,116	3,616.26	2,000	1,585	3,584.98	10,000	5,179	15,178.60
12	Mendocino FPD		2,848	3.11%	2,750	1,284	4,034.06	2,750	1,457	4,207.02	2,500	1,235	3,735.09	2,000	1,754	3,753.70	10,000	5,730	15,729.87
13	Piercy FPD		131	0.14%	2,750	59	2,809.06	2,750	67	2,817.01	2,500	57	2,556.81	2,000	81	2,080.66	10,000	264	10,263.54
14	Potter Valley CSD		1,981	2.16%	2,750	893	3,643.16	2,750	1,013	3,763.46	2,500	859	3,359.10	2,000	1,220	3,219.83	10,000	3,986	13,985.55
15	Redwood Coast FPD		1,788	1.95%	2,750	806	3,556.14	2,750	915	3,664.73	2,500	775	3,275.40	2,000	1,101	3,100.99	10,000	3,597	13,597.26
16	Redwood V-Calpella FD		7,106	7.76%	2,750	3,204	5,953.84	2,750	3,635	6,385.38	2,500	3,082	5,581.66	2,000	4,376	6,375.63	10,000	14,297	24,296.51
17	South Coast FPD		1,777	1.94%	2,750	801	3,551.18	2,750	909	3,659.10	2,500	771	3,270.63	2,000	1,094	3,094.21	10,000	3,575	13,575.12
18	Ukiah City FD / Ukiah Valley FPD	Ukiah Valley Fire Authority [4]	16,499 / 17,744	37.38%	2,750	15,439	18,188.60	2,750	17,518	20,268.10	2,500	14,850	17,349.80	2,000	21,085	23,085.17	10,000	68,891	78,891.67
19	Westport VFC		278	0.30%	2,750	125	2,875.34	2,750	142	2,892.22	2,500	121	2,620.56	2,000	171	2,171.18	10,000	559	10,559.30
20	Whale Gulch VFC		208	0.23%	2,750	94	2,843.77	2,750	106	2,856.41	2,500	90	2,590.20	2,000	128	2,128.07	10,000	418	10,418.45
	(truncation manual adj: UVFA +/- to balance as indicated) →						0.090			0.0900			0.0600			0.1000			0.34
	Totals:		91,601	100%	55,000	41,300	96,299.66	55,000	46,862	101,862.56	50,000	39,725	89,724.65	40,000	56,405	96,404.83	200,000	184,291	384,291.70
	Percent of quarterly funding:				57%	43%		54%	46%		56%	44%		41%	59%		52%	48%	

NOTES:

1) Prop 172 allocations above are based on a MCAFD funding formula approved 4-20-16 and utilized since fire agency funding began 2016-17. (Funding source is a "public safety" sales tax and only revenues received by County, not cities.)
2) Converted to quarterly distribution format in FY 2023-24
3) Agency population numbers adjusted to match County's 2020 Census total, uniformly each agency increased by 3.96% over previous agreed upon agency and County numbers (88,113 to 91,601) - per 2022 agreement
4) Jointly-run Fort Bragg and Ukiah (JPA) departments receive a single basic allotment because Cities receive Prop 172 funds separately. (In 2016-17, Cities were exclued from population allocations. Then Supv McCowen proposed and MCAFD agreed to include City populations in 2017-18 calculations when BOS offered to raise total funding by 87,000 thereby not reducing other agencies' proportional allotments from 2016-17 levels.)
5) Per BOS approval on 5-06-25 Fire Agencies will receive 6.62% of FY 25-26 Prop 172 funds to be consistent with 2017-2018 BOS direction.

9-10-25 by:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3h)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact:	Darcie Antle	**Phone:**	707-463-4441
Department Contact:	Kelly Hansen	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Authorizing the Execution of Landlord and Mortgagee Waiver Agreement and Other Acts Related to the Community Development Loan for Agwood Mill & Lumber Company

Recommended Action/Motion:
Adopt Resolution authorizing the execution of landlord and mortgagee waiver Agreement and other acts related to the community development loan for Agwood Mill & Lumber Company; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
On November 10, 2009, the Board of Supervisors adopted Resolution 09-260 approving an application for funding from the economic development allocation of the State Community Development Block Grant (CDBG) program and identifying the responsible party for grant administration. The application included a $2,000,000 business loan to Agwood Mill and Lumber Company.

On August 28, 2012, the Board of Supervisors authorized the Executive Office to transmit a letter to the Savings Bank of Mendocino County stating the County's acknowledgement of and lack of opposition to a $500,000 loan the bank approved for Agwood Mill & Lumber Company.

On June 3, 2025, the Board of Supervisors adopted Resolution 25-103 authorizing the execution of subordination agreements and other acts related to the community development loan for Agwood Mill & Lumber Company.

Summary of Request:
In 2010, the County issued a $2 million loan to Agwood Mill & Lumber Company using economic development Community Development Block Grant (CDBG) grant funds. This assistance was prompted by the significant economic downturn caused by the national recession in 2008, which had a profound impact on the housing construction industry. The loan has a 2% interest rate and is scheduled to mature on September 1, 2030.

As of August 2025, 70% of the total loan has been repaid. The County's loan servicer, EDFC, confirms that Agwood is current on all payments and has no history of delinquency.

Agwood formally requested that the County sign a Landlord and Mortgagee Waiver on August 26, 2025. This

waiver would allow them to move forward with securing financing from American AgCredit for the rebuilding an outbuilding on their property that was destroyed by a fire in 2024.

The request includes waving the County's rights as a mortgagee regarding the new facility that will be constructed on the property. This is a requirement as part of the agreement with American AgCredit. The Landlord and Mortgagee Waiver agreement seeks to exclude the new facility from any future liens that the County could place upon it in the event of default on the County's existing Business Loan of $2,000,000 from the Community Development Block Grant program. By signing this agreement, the County would waive any rights it has as a mortgagee to the new building and protect it from future liens.

Agwood Mill & Lumber was initially established in 1978 by the Huffman family and operated under local ownership for many years. In 2017, the business merged with Conrad Forest Products, resulting in significant expansion and an increase in employment to as many as 75 people at the mill. However, due to market challenges, Conrad began downsizing in 2024, ultimately laying off 45 full-time employees, and the mill faced the possibility of ceasing operations at the end of the year. In early 2025, the original owner, Randy Huffman, regained ownership of the mill, is continuing operations, and is working with American AgCredit to secure capital to invest in ensuring the long-term viability and success of the business. The 2025 financing and the mortgagee waiver agreement will allow Agwood to make essential capital investments, support ongoing operations, and position the company for long-term success.

Alternative Action/Motion:
Do not approve resolution and provide alternative direction to staff.

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: District 1 , DISTRICT 2, DISTRICT 5

Vote Requirement: Majority

Fiscal Details:

source of funding: Landlord and Mortgagee Waiver agreement does not change the repayment terms of the County's existing loan, it merely excepts the new out-building/facility from attachment by lien up to and until the lease agreement is paid off.
current f/y cost: EDFC currently handles loan servicing for Agwood's loan with the County. EDFC's contract for services is $900 annually.
budget clarification: Agwood loan monthly repayments fall under the UD schedule 9 budget.
annual recurring cost: EDFC currently handles loan servicing for Agwood's loan with the County. EDFC's contract for services is $900 annually.
budgeted in current f/y (if no, please describe): Yes
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed
Final Status: Item Status
Executed Item Type: item

Number:

RESOLUTION NO. 25 –

RESOLUTION AUTHORIZING THE EXECUTION OF LANDLORD AND MORTGAGEE WAIVER AND OTHER ACTS RELATED TO THE COMMUNITY DEVELOPMENT LOAN FOR AGWOOD MILL & LUMBER CO.

WHEREAS, on November 10, 2009, the Mendocino County Board of Supervisors adopted Resolution 09-260 authorizing an application for funding from the economic development allocation of the State Community Development Block Grant (CDBG) program, which included a $2,000,000 loan to Agwood Mill & Lumber Company to support economic recovery and job retention following the 2008 recession; and

WHEREAS, in 2010, Mendocino County issued a $2,000,000 loan to Agwood Mill & Lumber Company with a 2% interest rate and a maturity date of September 1, 2030, using CDBG economic development funds; and

WHEREAS, on August 28, 2012, the Board of Supervisors authorized the Executive Office to issue a letter acknowledging and not opposing a $500,000 loan from the Savings Bank of Mendocino County to Agwood Mill & Lumber Company, subordinating the County's lien position accordingly; and

WHEREAS, on June 3, 2025, the Board of Supervisors adopted Resolution 25-103 authorizing the execution of subordination Agreements and other acts related to the community development loan for Agwood Mill & Lumber Company; and

WHEREAS, Agwood Mill & Lumber Company has repaid approximately 70% of the original loan, and is current on all payments with no history of delinquency, as confirmed by the County's loan servicer, the Economic Development & Financing Corporation (EDFC); and

WHEREAS, Agwood Mill & Lumber Company has now entered into a lease agreement with Farm Credit Leasing Services Corp. for a new facility with solar system, to enhance their local business operations, and now seeks to except that newly leased facility from any security liens the County may issue against the Property related to grant re-payments; and

WHEREAS, Farm Credit Leasing Services Corp. seeks assurances that the newly leased facility will not be subject to a lien by the County and such waiver by the County is necessary to secure the transaction intended for the use and benefit of Agwood Mill & Lumber Company.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Supervisors has reviewed Agwood Mill & Lumber Company's request to waive County security rights as to the newly leased facility described in Exhibit A of the attached Agreement; That Agwood and lender, Farm Credit Leasing Services Corp., have declared this waiver to be necessary as part of the financing agreement to secure the facility; . The agreement seeks to except the new facility from any future liens that could be placed upon it by the County in an event of default on the County's existing County Business Loan of $2,000,000 from the Community Development Block Grant program.

2. The Board of Supervisors find that the Landlord and Mortgagee Waiver agreement will continue to facilitate the rehabilitation of Agwood Mill & Lumber, preserve local jobs, and address the prevention of blight and the continued economic rehabilitation of the Company.

3. The Board of Supervisors hereby authorizes the Chief Executive Officer, or designee, to execute the Landlord and Mortgagee Waiver Agreement between the County and

Agwood's proposed lender any additional ancillary documents required by Agwood's proposed lender, necessary to effectuate the waiver.

The foregoing Resolution introduced by Supervisor , seconded by Supervisor , and carried this day of , 2025, by the following vote:

AYES:

NOES:

ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

[The space above this line is reserved for recording information]

Landlord and Mortgagee Waiver (Facility Lease)

This instrument was drafted by:
Farm Credit Leasing Services Corporation
1665 Utica Ave. South, Suite 400
Minneapolis, MN, 55416

Contract Number: 5379891-5002

Dated as of: August 11, 2025

This Landlord and Mortgagee Waiver ("Agreement") is entered into by and among the following parties (the "Parties"):

Lessor:	**FARM CREDIT LEASING SERVICES CORPORATION**
Lessee:	**AGWOOD MILL & LUMBER LLC AND RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN, TRUSTEES OF THE RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN TRUST, DATED SEPTEMBER 24, 2023, AS AMENDED AND RANDOLPH WARREN HUFFMAN AND KIMBERLY ELYSE HUFFMAN**
Owner of Land:	**RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN, TRUSTEES OF THE RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN TRUST DATED SEPTEMBER 24, 2003 UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED SEPTEMBER 24, 2003**
Mortgagee:	**COUNTY OF MENDOCINO**

WHEREAS, the undersigned Lessee, Owner of Land, and/or Mortgagee hold certain interests in the land legally described in Exhibit B hereto (the "Property"); and

WHEREAS, Lessor is the owner of the building(s) and/or structure(s) and related fixtures, all as described in Exhibit A hereto (collectively, the "Facility") located on the Property, which Facility is being or is expected to be leased by Lessor to Lessee pursuant to a Facility Lease Agreement for the Contract Number indicated above (the "Lease").

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below.

1. Ownership of the Facility shall be and remain severed from that of the Property;

2. Title to and ownership of the Facility shall at all times be and remain exclusively with the Lessor, and no interest in the Property shall attach to the Facility;

3. The Facility shall not be subject to the lien of any mortgage, deed of trust, secured transaction or instrument heretofore or hereafter arising against the Property, and any such lien in favor of Mortgagee is hereby released with respect to the Facility;

4. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Facility without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to the Lessor, Lessor may, at its option, remove the Facility or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties (other than the Lessor) will make no claim or demand whatsoever against the Facility;

5. Subject to Paragraph 6 below, the Facility may remain on the Property without charge throughout the term of the Lease and thereafter so long as Lessor (and/or Lessor's assigns) retains an interest in the Facility;

6. Mortgagee agrees that, if it sells the Property at foreclosure sale, or takes title to the Property under any deed in lieu of foreclosure or the like, it shall do so subject to the terms of this Agreement, provided, however, that following any such sale or transfer of title to the Property, Mortgagee or any third-party purchaser of the Property may, within 30 days after such sale or transfer of title, give Lessor written notice directing removal of the Facility, in which case Lessor shall remove the Facility within 180 days after its receipt of such notice, and in the event that no such notice is timely given, the Facility may remain on the Property subject to Lessor's (and/or Lessor's assigns') interest in the Facility, and this Agreement shall remain in full force and effect according to its terms; and

7. Lessor and Lessee may agree, without affecting the validity of this Landlord and Mortgagee Waiver, to extend, amend or in any way modify the terms of payment or performance of any of the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the other Parties.

All of the Parties agree that the Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Landlord and Mortgagee Waiver will

remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Agreement shall expire and be of no further effect at such time (and only at such time) that Lessee duly closes upon the purchase of the Facility under any applicable purchase option contained in the Lease or as otherwise agreed by Lessor at it sole and absolute discretion.

This Landlord and Mortgagee Waiver binds all of the Parties, their heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

Lessor: FARM CREDIT LEASING SERVICES CORPORATION
By:

_____	_____	_____
Signature	*Name*	*Title*

Lessee: AGWOOD MILL & LUMBER LLC AND RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN, TRUSTEES OF THE RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN TRUST, DATED SEPTEMBER 24, 2023, AS AMENDED AND RANDOLPH WARREN HUFFMAN AND KIMBERLY ELYSE HUFFMAN

AGWOOD MILL & LUMBER LLC

_____
By: Randolph W. Huffman, Manager

_____
By: Kimberly E. Huffman, Manager

RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN, TRUSTEES OF THE RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN TRUST, DATED SEPTEMBER 24, 2023, AS AMENDED

_____
Randy W. Huffman, Trustee

_____
Kimberly E. Huffman, Trustee

RANDOLPH WARREN HUFFMAN

_____
Randolph Warren Huffman, Individual

KIMBERLY ELYSE HUFFMAN

_____
Kimberly Elyse Huffman, Individual

Owner of the Land: RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN, TRUSTEES OF THE RANDY W. HUFFMAN AND KIMBERLY E. HUFFMAN TRUST DATED SEPTEMBER 24, 2003 UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED SEPTEMBER 24, 2003

_____
Randy W. Huffman, Trustee

_____
Kimberly E. Huffman, Trustee

Mortgagee: COUNTY OF MENDOCINO
By:

_____	_____	_____
Signature	*Name*	*Title*

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, as _____ of Farm Credit Leasing Services Corporation, a federally chartered instrumentality of the United States. This individual is known to me or has provided me with satisfactory evidence that she is the individual named above.

WITNESS my hand and official seal.

_____
Notary Public

_____
My commission expires

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, notary public, personally appeared Randy W. Huffman aka Randolph Warren Huffman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, notary public, personally appeared Kimberly E. Huffman aka Kimberly Elyse Huffman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)

Exhibit A

Description of the Facility

One custom building together with all fixtures, attachments, components and accessories all as leased pursuant to contract number 5379891-5002

Further located on the property as follows:
SE 39.17940636483153, -123.20291231859689
SW 39.179375500690625, -123.20321246901099
NW 39.17961529096728, -123.20324922212292
NE 39.17962003928133, -123.20296744826477

One custom photovoltaic solar system with all fixtures, attachments, components and accessories all as leased pursuant to contract number 5379891-5003.

Exhibit B

Legal Description of the Property

APN/Parcel ID(s): 169-250-15-00 and 169-250-18-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Tract One:

Commencing at an iron pin on the West side of the Northwestern Pacific Railroad right of way and marking the Northeast corner of the property now or formerly owned by the Mendocino Grape Growers, Inc., running thence South 87° 44' East, 100 feet to the Easterly side of the said Northwestern Pacific Railroad right of way; thence South 02° 16' West, and along the Easterly side of the said right of way 440.00 feet; thence North 87° 08' East, 48 feet to the point of beginning; thence North 87° 08' East, 682.92 feet; thence North 88° 44' 04" East, 684.47 feet; thence South 02° 16' West, 290.00 feet; thence South 87° 44' East, 35.32 feet to a point; thence South 87° 44' East to the lands now or formerly owned by Edward V. Prati, as described in that certain deed recorded in Liber 176, at Page 298, of Official Records of the County of Mendocino, State of California; thence Southerly and along the Westerly boundary of said Prati lands to the Southerly boundary of the lands of E. P. Sailor, as described in the deed recorded in Liber 240 of Official Records, Page 220, Mendocino County Records; thence North 88° 45' West and along the Southerly boundary of the lands of Sailor to a point from which the point of beginning bears North 02° 16' East; thence North 02° 16' East to the point of beginning.

Excepting therefrom the following:

1st: An undivided 1/2 interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature, with the right of entry upon the terms and conditions set forth in the deed from the Federal Land Bank of Berkeley, recorded October 23, 1941 in Book 152 of Official Records at Page 263, Mendocino County Records.

2nd: That portion conveyed by deed executed by John Drivell, et ux, to George P. Nicolos, et ux, dated August 23, 1954, recorded August 23, 1954 in Volume 378 of Official Records, Page 26, Mendocino County Records.

3rd: All that certain real property contained in the deed from Rita Drivell to Kunzler Ranch a partnership dated April 18, 1985, recorded May 20, 1985, in Book 1506, Page 414, Mendocino County Records.

4th: An easement, 15 feet in width for access to Water Quality Monitoring Well W-8 to carry out the provisions contained in the Revised Monitoring and Reporting Program No. 84-3 (revised on January 22, 1985), an agreement between the California Regional Water Quality Control Board, North Coast Region and Georgia-Pacific Corporation, Ukiah Resin Plant.

Tract Two:

That certain real property contained in the deed from Kunzler Ranch, a partnership to Rita Drivell dated May 15, 1985, recorded May 20, 1985, in Book 1506, Page 416, Mendocino County Records.

Tract Three:

Together with a portion of Parcel Two as shown on the amended Parcel Map filed for record on July 20, 1982 in Map Case 2, Drawer 39, Page 42, Mendocino County Records, said portion is described as follows:

Beginning at a corner of the said Parcel Two, said corner being the Westerly end of the course "South 87° 08' 00" West, 512.95 feet; thence along an extension of said line South 87° 08' 00" West, 140.24 feet to a point that is 80.00 feet Easterly of the Easterly right of way line of the Northwestern Pacific Railroad right of way; thence South 02° 16' 00" West, along a line that is parallel with and 80.00 feet Easterly of the said Easterly right of way line, 453.70 feet to a point on the Southerly line of the said Parcel Two; thence along the said Southerly line South 89° 08' 00" East, 139.72 feet to a corner of said Parcel Two; thence along the Easterly line of said Parcel Two, North 02° 16' 00" East, 462.83 feet to the point of beginning.

Tract Four:

A 50 foot wide easement for ingress, egress and public utilities over the area described as follows:

Beginning at the Southwest corner of Parcel Two as shown on the amended Parcel Map filed for record on July 20, 1982 in Map Case 2, Drawer 39, Page 42, Mendocino County Records; thence along the West line of said Parcel Two North 02°16' 00" East, 702.70 feet; thence leaving said West line North 87° 08' 00" East, 733.51 feet to a point on the East line of said Parcel Two; thence along the said East line South 02° 16' 00" West, 50.20 feet to the Southeast corner of said Parcel Two; thence along the Southerly line and its extension South 87° 08' 00" West, 683.31 feet; thence South 02° 16' 00" West, parallel with the West line of said Parcel Two, 451.73 feet to a point on the South line of said Parcel Two; thence along the said South line North 89° 08' 00" West, 19.97 feet; thence South 02° 16' 00" West, 203.57 feet; thence West, 30.06 feet to the point of beginning.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3i)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Updated Memorandum of Understanding (MOU) Between the County of Mendocino and the Mendocino County Air Quality Management District (MCAQMD) Regarding the Provision of Services by the County

Recommended Action/Motion:
Approve the revised MOU between the County and the Mendocino County Air Quality Management District (MCAQMD) regarding the provision of services by the County; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On August 29, 2006, an MOU was approved as BOS Agreement No. 06-209 “For the Provision of Services and Payment Therefore Between the County and the Air Quality Management District”. On January 7, 2025, the MCAQMD Board of Directors requested that CEO Antle review and provide recommendations on updates to the 2006 MOU that would allow the MCAQMD Board of Directors to better define how best to ensure operational efficiency and transparency through the organizational partnership.

Summary of Request:
Although the MCAQMD is an entity separate from the County, the 2006 MOU created a framework under which County support is broadly allowable. However, the current MOU lacks specificity which would be useful regarding the intent of both Boards related to issues such as human resources, fiscal systems & practices, contract review, grant management, fleet management, insurance, computer networking, information technology, etc. In response to the MCAQMD Board’s request of January 7, CEO Antle recommends changes that would be implemented through the Board’s adoption of this new agreement. MCAQMD staff would be additionally directed by their Board to prepare if necessary any documentation for future Board action to fully implement the terms of this new MOU. Notably, the new agreement specifies that the County CEO would provide administrative services and support to the District, in part through the MCAQMD Board’s designation of the County CEO as the MCAQMD’s Clerk of the Board, Budget Officer, Purchasing Agent, Risk Manager, Fleet Manager, and Real Property Negotiator. Additionally, the new agreement specifies that the MCAQMD relies primarily on support from the County where it is available. This includes utilization of the County Treasury, compliance with the requirements of the Auditor’s Office, utilization of County IT, adherence to budget processes, utilization of established contract routing systems, grant management systems, and following the policies and procedures of the County.

Alternative Action/Motion:

Item #: 3i)

Provide direction to staff.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: AQ
current f/y cost: N/A
budget clarification: The MCAQMD has historically reimbursed COUNTY for services through A87 Cost Plan charges and direct bills.
annual recurring cost: Varies
budgeted in current f/y (if no, please describe): Yes
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MENDOCINO AND THE MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT REGARDING THE PROVISION OF SERVICES BY THE COUNTY

Effective _____, this Memorandum of Understanding ("MOU") is entered by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and the MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT, hereinafter referred to as "DISTRICT".

RECITALS

WHEREAS, the COUNTY is a political subdivision of the State of California; and

WHEREAS, the DISTRICT is a body corporate and politic with the power to cooperate and contract with any federal, state, or local government agencies, private industries, or civic groups, for services pursuant to California Health and Safety Code sections 40700, 40701, and 40101(b); and

WHEREAS, the jurisdiction of the DISTRICT is coterminous with the existing boundaries of the COUNTY; and

WHEREAS, the COUNTY Board of Supervisors is the ex-officio DISTRICT Board until such time as the incorporated area of the county is more than thirty-five percent (35%) of the total county population; and

WHEREAS, the DISTRICT Board has the authority to set the overall policy and to execute the general powers granted to the DISTRICT; and

WHEREAS, California Health and Safety Code section 40101(b) provides that the DISTRICT may contract with COUNTY to provide facilities, administrative, legal, risk management, clerical, and other support services; and

WHEREAS, the DISTRICT requires the services of the COUNTY, and the COUNTY currently provides staff, payroll, personnel, purchasing, fiscal, and other services pursuant to a Memorandum of Understanding, BOS Agreement No. 06-209;

WHEREAS, the COUNTY is willing to provide facilities, administrative, legal, risk management, clerical and other support services as more fully described in this updated MOU, which is intended to supersede and replace BOS Agreement No. 06-209; and

WHEREAS, California Health and Safety Code section 40120 provides that all County officers and employees are ex-officio members of the District and section 40124 provides that in any County having a system of civil service, the Air Quality Pollution Control Officer shall appoint all officers and employees of the DISTRICT pursuant to the County's Civil Service System; and

AGREEMENT

NOW, THEREFORE, in consideration of the RECITALS identified above and the terms and conditions set forth herein, the COUNTY and DISTRICT agree as follows:

I. GENERAL PROVISIONS

A. The DISTRICT and COUNTY agree that the COUNTY Chief Executive Officer, or their designee, will provide Administrative services and support to include serving as the DISTRICT's Budget Officer, Clerk of the Board, Purchasing Agent, Fleet Manager, Risk Manager, and Authorized Representative to sign leases and negotiate for real property.

B. The DISTRICT and COUNTY agree that the COUNTY Chief Executive Officer will make recommendations to the DISTRICT Board regarding the appointment, evaluation, suspension, discipline or dismissal of the Air Pollution Control Officer.

C. The DISTRICT agrees to comply with all COUNTY policies and procedures governing the provision of all services provided herein. Any policies and procedures separately adopted by DISTRICT shall be supplementary in nature and shall not amend, override, or otherwise supersede those established by the COUNTY.

D. The DISTRICT understands charges will be applied for services provided by the COUNTY representing costs of the services outlined herein, and will budget for an amount reflecting the estimated A87 Cost Plan charges submitted to the State Controller's Office, for both the DISTRICT's Operations and Grant budget units. Charges for services rendered, including the weighted rate of assigned staff, may also be applied through direct billing.

E. The DISTRICT agrees to utilize COUNTY Treasury as the sole source of funds deposited or held, and to abide by Generally Accepted Accounting Principles, as well as applicable pronouncements from the Governmental Accounting Standards Board.

F. The DISTRICT agrees to follow the COUNTY's standard procedures for submitting accounts payable claims.

G. The DISTRICT agrees to rely primarily on support from the County in any areas where it is available, including utilization of County IT networks, servers, system security, microwave communications, etc.

H. The DISTRICT and COUNTY agree that DISTRICT staff will be defined as COUNTY employees working for the DISTRICT as ex officio employees and officers . The DISTRICT staff classifications shall be represented by an appropriate COUNTY bargaining unit, according to COUNTY policies and standards, unless and until such time a separate bargaining unit governs the DISTRICT staff.

II. SCOPE OF SERVICES.

A. PERSONNEL AND STAFFING.

1. The DISTRICT and COUNTY agree that the DISTRICT shall utilize COUNTY Human Resources Department for the provision of comprehensive personnel services to COUNTY staff working for the DISTRICT as ex officio employees and officers, including, but not limited to, administration of employee relations, employment contracts, civil service system, performance standards, recruitment and classification of DISTRICT staff, workforce development and education, and employee benefits.
2. COUNTY shall assist the DISTRICT in achieving and maintaining compliance with all applicable labor laws and regulations, including, but not limited to, the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Americans with Disabilities Act (ADA), California Civil Rights Department (CRD), the Fair Employment and Housing Act (FEHA), and Equal Employment Opportunity Commission (EEOC). In addition to providing technical assistance, COUNTY shall monitor and enforce adherence to such requirements within the scope of its authority.

B. EXECUTIVE OFFICE/CLERK OF THE BOARD SERVICES

1. The DISTRICT and COUNTY agree that the DISTRICT shall work within the COUNTY's agenda setting process and timelines as provided by Clerk of the Board each calendar year, in the interest of efficiently coordinating agenda items for the DISTRICT Board which is the Board of Supervisors serving ex-officio as the DISTRICT Board.
2. The DISTRICT and COUNTY agree that available time within the Board agenda for most meetings is allocated in advance, and advance notice is necessary to Clerk of the Board staff regarding any regular agenda item discussion DISTRICT would like scheduled in front of DISTRICT Board.
3. The DISTRICT and COUNTY agree COUNTY Chief Executive Officer, or their designee, shall assist the DISTRICT by reviewing agenda items submitted according to routine timelines established by the Clerk of the Board, and making written recommendations to DISTRICT Air Pollution Control Officer as necessary for the consistent and transparent presentation of information.

C. FACILITIES & FLEET SERVICES.

1. DISTRICT and COUNTY agree that routine maintenance, custodial services, and repair needs of DISTRICT-occupied spaces (to the extent not otherwise covered by agreement with a Landlord), as well as purchase and maintenance of DISTRICT-utilized vehicles, shall be processed through established COUNTY systems, including the Facilities Work Order and Facility Modification

System and applicable vehicle maintenance requirements. DISTRICT shall be solely responsible for reimbursing COUNTY for all costs incurred in the performance of these services. DISTRICT vehicles shall also be included in usage reports and other fleet analyses prepared by COUNTY.

D. AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR (ACTTC) SERVICE
   1. The ACTTC agrees to file the Financial Transaction Report on behalf of the DISTRICT.
   2. The ACTTC shall keep accounts of time spent by the COUNTY providing services to the DISTRICT. This accounting shall cover all services and related expenses provided to the DISTRICT during the fiscal year.

E. COUNTY COUNSEL SERVICES
   1. DISTRICT and COUNTY agree that the Office of County Counsel shall serve as legal counsel to the DISTRICT, and in such capacity shall provide legal services including, but not limited to, legal research and analysis, preparation and review of contracts and other legal documents, attendance at public meetings as necessary, and representation of the DISTRICT in proceedings and negotiations as deemed appropriate.
   2. COUNTY has authority to select and hire any outside counsel needed for DISTRICT legal services subject to approval by the DISTRICT Board. DISTRICT agrees to pay actual costs of any outside counsel services rendered specifically for DISTRICT business.

F. INFORMATION TECHNOLOGY SERVICES

   DISTRICT and COUNTY agree to enter into a separate Information Technology (IT) Service Level Agreement administered through the COUNTY Information Technology Division. Any such agreement shall expressly define the scope of IT services to be provided, applicable service level standards, designated points of contact, exclusions from coverage, and the terms and conditions governing compensation.

III. GENERAL TERMS AND CONDITIONS

A. Indemnification and Release. To the fullest extent permitted by law, the DISTRICT shall defend, indemnify, and hold harmless the COUNTY, its Board of Supervisors, officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees) or claims for injury or damage arising out of the performance of services by the COUNTY pursuant to this MOU (collectively "Liabilities") except to the extent such Liabilities are caused by the negligent acts and/or willful misconduct of any indemnitee. The obligation of this indemnity shall be

for the full amount of all damage to the COUNTY and other indemnified parties, including but not limited to, defense costs, and shall not be limited by any insurance limits.

B. Term. This MOU is effective as of the date it is finally executed and shall remain in effect through June 30, 2027. The DISTRICT and COUNTY agree to meet to consider amendments to, or cancellation of this agreement not later than April 1 of each year. Any amendments to, or cancelation of this agreement shall be approved by the respective Boards of COUNTY and DISTRICT. If neither party proposes amendments by April 1 of any year, this agreement will remain in place for the following fiscal year.

C. Modification of MOU. This MOU may be supplemented, amended, or modified only by the mutual Agreement of the Board of both parties. No supplement, amendment or modification of this MOU shall be binding unless it is in writing and signed by authorized representatives of both parties.

D. Termination. Either party may terminate this MOU without cause at any time upon six months (6) months prior written notice to the other party.

E. Notices. All notices, communications, and correspondence required or permitted under this Agreement, unless otherwise stated, shall be directed to the following representatives at the addresses set forth below:

County of Mendocino
Attn: CEO
501 Low Gap Rd, Room 1010
Ukiah, CA 95482

Mendocino County Air Quality Management District

Attn: APCO
1100 Hastings Rd, Suite A
Ukiah, CA 95482

F. Survival. The obligations of this MOU, which by their nature would continue beyond the termination or expiration of the MOU, including without limitations, the obligations regarding Indemnification (Paragraph VII.A.) shall survive termination or expiration.

G. Severability. Should any part of this MOU be held invalid by a court of competent jurisdiction, the remainder of the MOU shall be considered as the whole MOU and binding on the parties to the MOU.

H. Execution in Counterparts. This MOU may be executed in counterparts, each of which shall be treated as an original and all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By:_____
DEPARTMENT HEAD

Date: _____

Budgeted: ☐ Yes ☐ No

Budget Unit:

Line Item:

Org/Object Code:

Grant: ☐ Yes ☐ No

Grant No.:

Mendocino County Air Quality Management District

By:_____
JOHN HASCHAK, Chair
BOARD OF DIRECTORS

Date: _____

NAME AND ADDRESS OF MCAQMD:

1100 Hastings Rd. Suite A

Ukiah, CA 95482

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date:_____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By:_____
COUNTY COUNSEL

Date:_____

INSURANCE REVIEW:

By: _____
Risk Management

Date:_____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date:_____

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

For the Provision of Services and Payment Therefore
Between the
County of Mendocino
And the
Mendocino County Air Quality Management District

Whereas the Mendocino County Air Quality Management District (the District) is a body corporate and politic and a public agency of the State of California as provided for in California Health and Safety Code, Section 40700, and

Whereas the jurisdiction of the Mendocino County Air Quality Management District is coterminous with the existing boundaries of Mendocino County; and

Whereas California Health and Safety Code, Section 40101(b) provides that the District may contract with the County of Mendocino (the County) for services, including, but not limited to, facilities and administrative, legal, health coverage, risk management, clerical, and other support services; and

Whereas California Health and Safety Code, Section 40120 states that all County officers and employees are *ex-officio* members of the District and shall perform for the District all such duties as they perform for the County.

Now, therefore the County and the District do agree as follows:

1. This agreement is entered into by and between the Mendocino County Air Quality Management District and the County of Mendocino.

2. The District and the County hereby agree that the County shall provide services to the District as set forth in this Agreement, and as provided for in Health and Safety Code, Section 40120.

3. The District and the County agree that District staff shall be represented by SEIU following historic precedent pursuant to the Hauser bill establishing county Air Districts.

4. The District agrees to budget for services provided by the County as provided for in Health and Safety Code, Section 40101(b) in an amount reflecting the previous year's expenditures and any projected changes. The District further agrees to transfer by journal entry actual costs incurred by the District into the County's appropriate revenue accounts upon final approval of the County and District budgets or as required. The County shall allocate the costs to the District for services in amounts corresponding to standard A87 accounting practices and schedules as determined by the County Auditor's Office.

5. The County Auditor's Office shall keep accounts of time spent by the County providing services to the District. This accounting shall cover all services and related expenses provided to the District during the current fiscal year.

6. Any travel expenses and registration fees for a County Officer to attend training, seminars, and meetings specifically related to air pollution will be charged against the District's accounts. Such expenses must receive prior approval from the Air Pollution Control Officer. Written materials and publications received as part of such training, seminars, and meetings will become part of the County Administrative Office library or other departmental library, or may be delivered to the District for retention in the District's library.

7. The County Auditor's Office shall keep accounts of time spent by the District providing services to the County. This accounting shall cover all services and related expenses provided to the County during the current fiscal year.

8. The County agrees to transfer by journal entry actual costs incurred by the County into the District's appropriate revenue accounts as required. The District shall allocate the costs to the County for such services in amounts corresponding to standard A87 accounting practices and schedules as determined by the County Auditor's Office.

9. The District and the County agree that the Air Pollution Control Officer and the District shall work within the County's agenda setting process in the interest of efficiently coordinating agenda items for the Air Quality Management District Board and the Board of Supervisors. The County shall not modify, withdraw, delay or otherwise act on District items beyond placing them on the Board's calendar. The County shall provide, in writing, any policy or procedural concerns regarding a particular agenda item to the Air Pollution Control Officer no less than one week prior to the date on which the item is to be heard by the Air Quality Management District Board.

10. This agreement shall remain in effect through the current fiscal year and each successive fiscal year thereafter or until such time as the District and the County agree to amend or cancel the agreement.

11. The District and the County agree to meet to consider amendments to or cancellation of this agreement not later than April 1, of each year. Any amendments to, or cancellation of this agreement shall be approved by the Air Quality Management District Board and the Air Pollution Control Officer.

12. If neither party proposes amendments by April 1, of any year, this agreement is assumed to be in place for the following fiscal year as herein agreed to.

13. Either party may withdraw from this agreement without cause upon six (6) months notification.

14. This agreement becomes void immediately upon unification of the District with another adjacent air pollution control district or air quality management district as provided in Health & Safety Code, § 40150 *et seq.* or the legislative unification or dissolution of the District, or upon merger of the District into a regional air pollution control district as provided in Health and Safety Code, § 40300 *et seq.*

(Acting APCO) 9/5/06

C. D. Wolbach, Ph.D.
Air Pollution Control Officer

Date

Al Beltrami 9.5.2006

Al Beltrami
Interim County Chief Executive Officer

Date

Approved As To Form

Jeanine Nadel 9.5.06

Jeanine Nadel
County Counsel

Date

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3j)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact: Heather Correll Rose, Risk **Phone:** 707-234-6061

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Authorization to Acquire Replacement Vehicles, a Reliance 15' Transfer Set, for the Department of Transportation (Fixed Assets) Due to Vehicle Collision, Including Approval of Insurance Reimbursable Appropriations Adjustments in the Amount not to exceed $160,000 as follows: Appropriation and Revenue Increase in the Department of Transportation Budget Unit 3010, Line Items 864370 and 827802 in the Amount of $160,000.00; and Addition of Vehicle to the List of Fixed Assets

Recommended Action/Motion:
Authorize acquisition of replacement vehicles a Reliance 15' Transfer Set, for the Department of Transportation (Fixed Assets) due to vehicle collision, including approval of insurance reimbursable appropriations adjustments in the amount not to exceed $160,000 as follows: appropriation and revenue increase in the Department of Transportation Budget Unit 3010, line items 864370 and 827802 in the amount of $160,000; approve addition of vehicle to the List of Fixed Assets; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
The Board of Supervisors adopted the Final Budget for 25/26 which included the schedule of fixed assets for FY 25/26.

Summary of Request:
The Department of Transportation was involved in a vehicle accident leaving a truck and corresponding trailer totaled. The replacement cost of these vehicles is not to exceed $160,000.00. The County is anticipating receipt of a claim to recoup the full cost of the replacement from the insurance company less the County's deductible. General Liability will be transferring $20,000.00 for the vehicle (the County's deductible) into the Department of Transportation budget, as well as transferring the remaining funds received by the insurance company for the cost of the vehicle. Additionally, an appropriation increase in BU 3010/864370 is necessary, as well as an offsetting increase in Revenues for BU 3010/827802 to allow for purchase of these vehicles.

These vehicles are used by the Department of Transportation for the maintenance of County Roads.

The Executive Office/Risk Management Division is recommending the replacement of the damaged vehicles. Pursuant to Government Code Section 25262, pertaining to the purchase of assets/vehicles, the Board of Supervisors approval of the acquisition of the asset is required.

Alternative Action/Motion:

Item #: 3j)

Do not replace the vehicles.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 3010/0713
current f/y cost: $160,000.00
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): No
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Executive Office/Risk Management Date 06/03/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
7130	GL0713	825810	Other Gov't	$ 140,000.00	I	$ 0.00
7130	GL0713	865802	OTO	$ 160,000.00	I	$ 0.00
1200	RO/3010	827802	OTI	$ 160,000.00	I	$ 4,578,810.00
1200	RO/3010	864370	Equipment	$ 160,000.00	I	$ 229,454.66

Increase appropriations for the replacement of a damaged vehicle. Total purchase price not to exceed $160,000.00. Source of funds $140,000.00 from PRISM and $20,000 from the Risk Liability Fund.

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By Darcie Antle

Prepared by: Heather Correll Rose Ph: 707-391-1663 Email: correllh@mendocinocounty.gov

TO COUNTY EXECUTIVE OFFICER:

☐ Sufficient balances remain in the accounts indicated to effect transfer as requested.

☑ Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of $_____

REMARKS:

No. 08T001 Date 08/08/2025 AUDITOR-CONTROLLER By _____

COUNTY EXECUTIVE OFFICER: ☐ RECOMMENDATION ☑ APPROVAL ☐ DENIED

COMMENTS:

Date 06/09/2025 Darcie Antle

COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: ☐ APPROVED AS REQUESTED ☐ APPROVED AS REVISED ☐ OTHER

REMARKS:

Date _____ DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO._____ Date_____ By:_____

PHONE: (209) 931-3000 FAX: (209) 931-0239 TOLL FREE: (800) 242-6023
www.cozadtrailers.com www.reliancetrailer.com

Contact Name:	TOM RAMIREZ	Date:	4/22/2025
Company Name:	**MENDOCINO COUNTY**		
Physical Address:	340 LAKE MENDOCINO DR.	Phone:	707-234-2841
City, State Zip	UKIAH, CA 95482	Fax:	
Mailing Address:	340 LAKE MENDOCINO DR.	Email:	RAMIREZA@MENDOCINOCOUNTY
City, State Zip	UKIAH, CA 95482	County:	MENDOCINO

REF: LS704120-122	**QUOTATION ON RELIANCE 15' TRANSFER SET**
TRUCK BODY LENGTH:	15'
SIDE HEIGHT:	**6" OVER STANDARD HEIGHT (42" HIGH)**
FLOOR MATERIAL:	**1/4" AR450 TYPE STEEL**
SIDE MATERIAL:	3/16" AR450 TYPE STEEL
TOP RAILS:	3"x3"x1/4" SQUARE TUBING SET ON DIAMOND
FRONT PANEL:	3/16" T1A STEEL
APRON:	12"-3/16" T1A STEEL
TAILGATE:	3/16" AR450 TYPE STEEL WITH 4" LIFTING RAMS **END DUMP STYLE HI LIFT**
HOIST:	135" CUSTOM, FOUR STAGE
BODY LOCK:	SEMI-AUTOMATIC TRUCK & TRAILER BODY LOCK, LOCATED AT REAR OF BODY **AIR BODY RELEASE W/ SHORT HANDLE AND PIPE SLEEVE.**
STEPS:	STANDARD
TARPS	**MANUAL PULL TARPS WITH ASPHALT TARP**
ROPE HOOKS:	(20) HOOKS TOTAL; (6) PER SIDE (4) FRT/REAR, INSTALLED ABOVE THE RADIUS.
INSTALLATION:	INSTALLED WITH COMPLETE WET LINE KIT AND CAB CONTROLS. FOR STANDARD TRANSMISSION **ADD 690L HITCH & REAR CROSSMEMBER**
LIGHTS:	TRUCK-LITE IS STANDARD. TWO MARKERS PER SIDE ON TOP RAIL. ENCLOSED 3-HOLE PANELS UNDER REAR OF BODY INCLUDE TWO STOP/TURN/TAIL AND ONE CLEAR BACKUP LIGHT PER SIDE. ICC CLUSTER LIGHTS AT REAR OF SUBFRAME. ALL MARKER & TAIL LIGHTS L.E.D.
FENDERS:	**10ga. STEEL OVER REAR TANDEM**

Pricing guaranteed not more than 7 days

ABS Systems with Roll Stability Technology is available upon request. (At an additional cost)

MUD FLAPS:	HEAVY-DUTY RELIANCE AIR-LIFT.
BODY PAINT:	WHITE, #N0006HN, SINGLE STAGE
	TRANSFER TRAILER BODY
TRAILER BODY LENGTH:	15'
SIDE HEIGHT:	**6" OVER STANDARD HEIGHT (47" HIGH)**
WHEEL WIDTH:	34"
FLOOR MATERIAL:	3/16" AR450 TYPE STEEL
SIDE MATERIAL:	3/16" AR450 TYPE STEEL
TOP RAILS:	3"x3"x1/4" SQUARE TUBING SET ON DIAMOND
FRONT PANEL:	3/16" T1A STEEL
TAILGATE:	3/16" AR450 TYPE STEEL
BODY LOCK:	SEMI-AUTOMATIC TRUCK & TRAILER BODY LOCK, LOCATED AT EYE LEVEL.
DRIVE SYSTEM:	HI-TORQUE RELIANCE BALL BEARING DRIVE MOTOR. **4 WHEEL DRIVE TO REAR AXLE.**
STEPS:	STANDARD
TARPS	**MANUAL PULL TARPS WITH ASPHALT TARP**
ROPE HOOKS:	(20) HOOKS TOTAL; (6) PER SIDE (4) FRT/REAR, INSTALLED ABOVE THE RADIUS.
LIGHTS:	NONE INCLUDED
BODY PAINT:	WHITE, #N0006HN, SINGLE STAGE

Pricing guaranteed not more than 7 days

ABS Systems with Roll Stability Technology is available upon request. (At an additional cost)

RELIANCE TRANSFER CHASSIS

MODEL:	2TROHD 21'
FRAME WIDTH:	34"
FRAME:	1/4"x10" FORMED A715 GRADE 80 STEEL
DRAWBAR:	TUBE-TYPE AXLE-PULL DRAWBAR WITH AIR LIFT AND SPRING ASSIST.
TURNTABLE:	26,000# CAPACITY
SUSPENSION:	3-LEAF HUTCH CH9700S WITH CAST HANGERS
DECKPLATES:	ALUMINUM DIAMOND PLATE FRONT AND REAR.
AXLES:	5" 22,500# CAPACITY. 16½"x7" BRAKES WITH X30 OUTBOARD DRUMS ON UNIMOUNT HUBS WITH AUTO SLACKS AND ABS
LOCK SYSTEM:	FOUR HEAVY-DUTY HOLD DOWN HOOKS
LIGHTS:	ICC/DOT STANDARD. TRUCKLITE SEALED BEAMS, (3) STOP/TURN/TAIL PER SIDE, (2) STOP/TAIL IN REAR XMBR, AND (1) MARKER LIGHT PER FENDER, ALL L.E.D. **FLASHER SYSTEM**
FENDERS:	ALUNIMUM MILL FINISH
TIRES:	11R 22.5 GENERAL (8)
WHEELS:	**8.25 X 22.5 (8) STEEL WHITE, 2 HAND HOLE**
PAINT:	BLACK, #V0001MV, SINGLE STAGE

SPEC. APPROVAL SIGNATURE:

APPROVAL DATE:

THANK YOU
PAMILA RAMSEY
RELIANCE TRAILER
4903 E. WATERLOO RD.
STOCKTON, CA 95215
209-931-3000
FAX-931-0239

SELLING PRICE		$121,900.00
12% FEDERAL EXCISE TAX		$14,628.00
7.875 % **(MENDOCINO COUNTY)** SALES TAX		$9,605.53
D.M.V. FEES		$48.00
C.A. TIRE FEE		$14.00
ENVIRONMENTAL FEE		$2,438.00
ADMIN FEE		$595.00
DOCUMENT FEE		$75.00
BALANCE	**F.O.B. STOCKTON, CA**	$149,303.53

WE DO FINANCING!! **We have the most competitive rates in the industry.**
Please contact our Finance Manager, Kara Kardashian, at karak@cozad.net or give her a call at 559-442-1500.

Pricing guaranteed not more than 7 days

ABS Systems with Roll Stability Technology is available upon request. (At an additional cost)

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3k)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact:	Sara Pierce	**Phone:**	707-463-4441
Department Contact:	Jesica Sandoval	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Authorization to Rescind Mendocino County Policies #3 Fee Waivers and #31 Standard Copying Fees; and Approval of Amendment to Mendocino County Policy #47 Master Fee Schedule Policy

Recommended Action/Motion:
Authorize to rescind Mendocino County Policies #3 Fee Waivers and #31 Standard Copying Fees; approve amendment to Mendocino County Policy #47 Master Fee Schedule Policy; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Policy #3 Fee Waivers: Adopted April 19, 1983, and modified December 8, 1992
Policy #31 Standard Copying Fees: Adopted October 7, 1997
Policy #47 Master Fee Schedule Policy: Adopted February 26, 2008, and modified April 19, 2022

Summary of Request:
The Executive Office recommends rescinding Mendocino County policies #3 Fee Waivers and #31 Standard Copying Fees and amending Mendocino County policy #47 Master Fee Schedule Policy. Mendocino County policies #3 and #31 have been incorporated in the proposed amendment to Mendocino County policy #47.

Alternative Action/Motion:
Do not approve and provide alternate direction.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A

Item #: 3k)

budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

MENDOCINO COUNTY POLICY #47	MASTER FEE SCHEDULE POLICY
ADOPTED: February 26, 2008 AMENDED: April 19, 2022	ADOPTED BY: Minute Order AMENDED BY: Minute Order

Purpose and Intent

The Board of Supervisors has the authority to establish and change certain fees or service charges subject to legal requirements within California State law.

The purpose and intent of this policy is to establish a comprehensive consolidated Master Fee Schedule, with guidelines related to Mendocino County's fees for services. This policy will establish a tool to record and analyze ~~extensive~~ fee information, and to monitor the costs of providing services, while providing policymakers with the ability to manage the fee process with more accurate and timely information in coordination with the County Budget process. The public will also be able to access information about fees more quickly and easily.

~~Program~~Policy

For the purposes of establishing to enact a consolidated Master Fee Schedule for County department fees, the Board of Supervisors shall adopt by original resolution a Master Fee Schedule.

- Board approval is required for the initiation of new or revision of fees and charges, except when fee amounts are fixed by federal or state law or statute, and except where authority has been previously delegated by the Board of Supervisors.

- Board approved fees or charges cannot be reduced or waived without specific approval or delegated authority from the Board of Supervisors. The Board may delegate authority to reduce or waive fees with specific criteria for County officials to follow.

- At the discretion of the Board of Supervisors, based on public interest and priorities, the Board of Supervisors may allow for fees to be set at a level less than the full cost of providing such services.

- The Master Fee Schedule~~,~~ is typically~~can be~~ modified or changed with an amended resolution to the original resolution, twice annually, in April and December.

- A department will require approval by the Chief Executive Office, or designee, to establish a fee hearing, when requesting a fee change, outside of the typical April and December hearings.

- New or revised fees will be effective 60 days after the Board of Supervisors adoption of revised Master Fee Schedule, or as otherwise stated in policy or code.

- ~~1.~~ The Executive Office ~~Fiscal Unit~~ will evaluate all Fees ~~in January and October of each year~~. Any proposed increases will be sent to Department Heads ~~by February and November of each year depending on the Fee Hearing date~~. Department Heads will have

10 working days to review and return any comments to the ~~Fiscal Unit~~Executive Office. The fee process is posted on the county intranet, under the Executive Office page.

- The Auditor-Controller's Office will review the costs associated with the fee to determine compliance and that all associated costs have been provided, are accurate, in compliance with government accounting principles, and meet required methodologies used for direct, indirect, and cost recovery analysis for fees.

- The proposed changes will be made available to the public fourteen (14) days prior to the hearing (Government Code §66019). Following evaluation and review, the Executive Office will transmit and publish a Public Notice ten (10) days prior to the Board of Supervisors hearing (Government Code §66019).

~~2. On a date approved by the Chief Executive Officer, or designee, for a request for fee modification outside the normal fee hearing process, the Board of supervisors conducts a Public Hearing and acts upon all fee requests submitted by departments. The Department Head, or a representative, must be present for the Public Hearing.~~

- ~~3.~~ Upon adoption of the Master Fee Schedule or an amendment to the resolution of the Master Fee Schedule by the Board of Supervisors, the Executive Office shall make available the original Master Fee Schedule or amendments to the Master Fee Schedule on the County's website. The Executive Office shall update the Master Fee Schedule with the last revised or adopted date and Resolution number for fees adopted which have been modified or changed on an annual, or semi-annual basis.

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MENDOCINO COUNTY POLICY #47	MASTER FEE SCHEDULE POLICY
ADOPTED: February 26, 2008 AMENDED: April 19, 2022	ADOPTED BY: Minute Order AMENDED BY: Minute Order

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- Board approved fees or charges cannot be reduced or waived without specific approval or delegated authority from the Board of Supervisors. The Board may delegate authority to reduce or waive fees with specific criteria for County officials to follow.

- At the discretion of the Board of Supervisors, based on public interest and priorities, the Board of Supervisors may allow for fees to be set at a level less than the full cost of providing such services.

- The Master Fee Schedule is typically modified or changed with an amended resolution to the original resolution, twice annually, in April and December.

- A department will require approval by the Chief Executive Office, or designee, to establish a fee hearing, when requesting a fee change, outside of the typical April and December hearings.

- New or revised fees will be effective 60 days after the Board of Supervisors adoption of revised Master Fee Schedule, or as otherwise stated in policy or code.

- The Executive Office will evaluate all Fees. Any proposed increases will be sent to Department Heads. Department Heads will have 10 working days to review and return any comments to the Executive Office. The fee process is posted on the county intranet, under the Executive Office page.

- The Auditor-Controller's Office will review the costs associated with the fee to determine compliance and that all associated costs have been provided, are accurate, in compliance with government accounting principles, and meet required methodologies used for direct, indirect, and cost recovery analysis for fees.

- The proposed changes will be made available to the public fourteen (14) days prior to the hearing (Government Code §66019). Following evaluation and review, the Executive Office will transmit and publish a Public Notice ten (10) days prior to the Board of Supervisors hearing (Government Code §66019).

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Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3l)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: September 23, 2025

Department Contact:	Doug Anderson	**Phone:**	707-234-6054
Department Contact:	Sara Pierce	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Declaration of Bid Number 025-25 Bower Park Restoration and Improvement Project Rebid (the "Project") as a Failed Bid Due to No Bids Received and Approval of the Bower Park Restoration and Improvement Project Rebid Plans and Specifications and Authorization to Award the Project, Pursuant to Public Contract Code Section 22038, to Miguel Angel Rodriguez Zepeda, Doing Business as MARZ Engineering ("MARZ"); and Approval of an Agreement with MARZ in the Amount of $1,074,275 for Phase 1 and a Not-to-Exceed Amount of $325,000 for Phase 2 of the Project; and Authorization to Purchasing Agent to Directly Procure up to $250,000 of Equipment and Amenities

Recommended Action/Motion:
Declare Bid Number 025-25 Bower Park Restoration and Improvement Project Rebid (the "Project") as a failed bid due to no bids received and approval of the Bower Park Restoration and Improvement Project Rebid plans and specifications and authorize the award of the Project, pursuant to Public Contract Code section 22038, to Miguel Angel Rodriguez Zepeda, doing business as MARZ Engineering; Approve Agreement with MARZ in the amount of $1,074,275 for Phase 1 and a not-to-exceed amount of $325,000 for Phase 2 of the Project; authorize the Purchasing Agent to directly procure up to $250,000 of equipment and amenities; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
Adoption of Resolution 22-018 approving the application for specified grant funds from the State of California budget act 2022/23 (Sec 19.56 (A) (8) A(BG) in the amount of $2,200,000 for Bower Park Restoration Project at the January 10, 2023 Board Meeting.

Approval of BOS Agreement 23-062 with the State of California Natural Resources Agency Department of Parks and Recreation for general fund specified grant for Bower Park restoration, in the amount of $2,200,000, effective upon full execution through June 30, 2026; and authorization for the Facilities and Fleet Division Manager to establish a Capital Improvement project for the grant, and to act as project manager at the April 25, 2023 meeting.

Approval of Agreement with Integra Planning and Landscape Architecture, Inc. in the Amount of $356,756 for Professional Landscape Architecture Services Required to Complete the Bower Park Restoration and Improvement Project at 38040 Old Stage Road, Gualala, CA, 95445.

Item #: 3l)

Rejection of all bids submitted for bid number 017-25 for the Bower Park Restoration and Improvement Project and direction to staff to rebid the project with reduced scope on July 8, 2025.

Summary of Request:
The Bower Park Improvement and Restoration project was created upon receipt and acceptance of the Bower Park specified grant in 2023. Staff subsequently solicited and the Board awarded a design contract to develop plans for the Park and ensure the approval of environmental studies and a Coastal Development use permit. A contract for the initial work to remove over 250 dead and dying pine trees was completed in 2024, while staff and the architectural team conducted workshops and surveys to gather the Gualala community's input on their priorities for the project. Project plans were subsequently developed, a California Environmental Quality Act (CEQA) Initial Study/ Draft Mitigated Negative Declaration (ISMND) was prepared and circulated, and the Coastal Development use permit application was submitted and ultimately approved by the Planning Commission on May 1, 2025 along with adoption of the ISMND.

Project plans for the Bower Park Restoration and Improvement Project were issued for bid on May 9, 2025 and on June 5 one bid was received in the amount of $3,345,000, which far exceeded the construction budget for the project. Pursuant to Public Contract Code (PCC) section 22038, if after the first invitation of bids all bids are rejected, after reevaluating its cost estimates of the project, the County had the option of abandoning the project or readvertising for bids. With insufficient funding to award a contract based on that bid, the board rejected that bid at its July 8 meeting and directed staff to modify the scope of the project and re-issue plans for bidding.

A reduced scope project (the "Rebid Project") was issued for rebid on July 17th with a bid opening scheduled for August 14th, 2025. No bids were received. Pursuant to PCC Section 22038, subdivision (c), "if no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account or negotiated contract without further complying with this article."

Staff proceeded with initial negotiations with several contractors that had previously expressed interest in the project to determine their barriers to responding to the second call for bids and the bid amount had they been able to bid. One contractor indicated it would only be able to perform less than half of the scope of work of the Rebid Project given the County's budget. Other contractors were willing to perform a greater share of the Rebid Project scope, but were not able to procure bonds to cover the entire project; multiple contracts or a phased project would be required. MARZ submitted a cost proposal that was within 3% of the budget for construction with bonding capacity of approximately 60% of the project construction budget.

Staff have negotiated a contract with MARZ that calls for the project to be completed over two separate phases. The County has received a bond for the amount proposed by MARZ for Phase 1, which includes all of the environmental protection measures, demolition, grading, site drainage, paving, spillway crossing repair, concrete walkways, ADA ramps and paths of travel, playground perimeters, basketball, tennis/pickleball and baseball surfaces, rough plumbing and electrical conduits as shown on the project plans. Phase 2 of the project would include fencing, landscaping and irrigation, and other finish items. The County is currently proposing to separately procure playground equipment and structures and other site furnishings in order to assist with reducing the amount that would need to be bonded for Phase 2. Certain work that was largely tied to bid alternates are not being awarded due to cost are also being removed.

The agreement specifically provides that the County and MARZ will confirm the scope of Phase 2, including finalizing the estimated cost (currently capped at $325,000 per the County's estimate), and which may include amending responsibilities of the County and MARZ if doing so would optimize the result of the project. No order to proceed can be given for Phase 2 by the County until the scope is finalized and MARZ obtains required bonds for the Phase 2 scope. The County also has the ability to terminate the contract as to Phase 2 before the notice to award is given, which could be necessary depending on how Phase 1 proceeds. The commencement of Phase 2 is not contingent on the completion of Phase 1, but on MARZ's overall bonding

capacity and its completion of other projects that would allow for issuance of bonds for Phase 2.

This phased approach is the best effort to ensure single source responsibility for the completion of the project to the greatest extent feasible and meet the current deadlines of the County's grant funding. It allows the project to break ground and proceed through the fall and winter months, allowing critical progress toward completing the project within the grant performance period.

Following this award staff will proceed with the prioritized procurement of the recreational equipment and other finishes beginning with those required for compliance and the highest priority features as indicated during the community input phase of the project design. It remains possible that certain features and finish items could still be eliminated from the project in order to keep the project within the funding available.

MARZ Engineering is a three year old Ukiah based general engineering contractor with experience completing municipal engineering projects including community park experience.

County staff is also in the process of applying for an extension for the Bower Park specified grant.

Alternative Action/Motion:
Do not authorize award and provide direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: District 5

Vote Requirement: Majority

Supplemental Information Available Online At: NA

Fiscal Details:

source of funding: California Parks Specified Grant
current f/y cost: $1,074,275
budget clarification: NA
annual recurring cost: $5,000 - $10,000 per year to comply with environmental conditions of approval.
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

BID DOCUMENTS

Including Specifications
for the construction of:

The
COUNTY OF MENDOCINO

Bower Park Restoration and Improvement Project Rebid

38040 Old Stage Road
Gualala, CA 95445

Prepared by:
Executive Office
FACILITIES & FLEET DIVISION
851 LOW GAP ROAD
UKIAH, CA 95482

BID# 025-25

Date of Issue:
July 17, 2025

SECTION 005000 - AGREEMENT FOR LUMP SUM BID

THIS CONTRACT, made effective on the date it becomes fully executed by all parties, is between the County of Mendocino, hereinafter called COUNTY, and Miguel Angel Rodriguez Zepeda, DBA MARZ Engineering, hereinafter called CONTRACTOR.

WHEREAS, COUNTY first issued a request for bids for the **Bower Park Improvement and Restoration Project** (the "Project") on May 9, 2025, received one bid which was rejected by COUNTY for exceeding the construction budget; and

WHEREAS, pursuant to Public Contract Code ("PCC") section 22038, subdivision (a), COUNTY rejected the bid and directed COUNTY staff to modify the scope of the Project and re-issue plans for bidding; and

WHEREAS, a request for bids for a reduced scope Project (the "**Bower Park Improvement and Restoration Project Rebid**" or "Project Rebid") was issued on July 17, 2025, and COUNTY received no bids; and

WHEREAS, pursuant to PCC section 22038, subdivision (c), if no bids are received through the formal procedure, the COUNTY may either perform the project by its own employees "or negotiated contract without further complying with this article"; and

WHEREAS, COUNTY and CONTRACTOR entered into negotiations regarding CONTRACTOR's ability to perform the Project Rebid pursuant to PCC section 22038; and

WHEREAS, COUNTY and CONTRACTOR have negotiated this Agreement under which the Project Rebid is being awarded to CONTRACTOR but will be performed in two separate phases, with work as specified herein, with certain work being excluded entirely as unnecessary due to certain bid alternates not being awarded.

COUNTY and CONTRACTOR, for the consideration described below, named, agree as follows:

FIRST: THE CONTRACTOR shall furnish all labor, materials, equipment, mechanical workmanship, transportation, and services for the installation and completion of the Bower Park Improvement and Restoration Project Rebid, in accordance with the contract documents, including the Addenda thereto, all as adopted by the COUNTY.

SECOND: The work under this contract for Phase 1 described below shall be completed within one hundred eighty (180) calendar days from the date of the "Phase 1 Notice to Proceed". The work under this contract for Phase 2 described below shall be completed within one hundred eighty (180) days from the date of the "Phase 2 Notice to Proceed".

THIRD: The Contract consists of the following documents, all of which are fully a part hereof as if herein set out in full, whether or not hereto attached:

1. This Agreement for Lump Sum Bid
2. Invitation to Bid
3. Instructions to Bidders
4. Bidding Documents
5. Supplementary General Conditions
6. General Conditions

7. Unforeseen Physical Conditions
8. Summary of Work
9. Temporary Facilities and Building Services
10. Project Plans and Drawings
11. Technical Specifications
12. Addendum to the Bid

While this Contract has been negotiated with the CONTRACTOR, requirements stated in the Notice Inviting Bids, Instructions to Bidders, and Bidding Documents shall apply to CONTRACTOR as if CONTRACTOR was the winning bidder for the Project Rebid, unless the pages or requirements have been struck through or otherwise superseded by this Section 00500, including the following:

A. TIME FOR COMPLETION. CONTRACTOR agrees to commence work for each Phase on or before a date to be specified in a written "Phase 1 Notice to Proceed" and "Phase 2 Notice to Proceed" from COUNTY and to fully complete each phase within one hundred eighty (180) days from the date of the applicable written notice to proceed. This paragraph does not require that Phase 1 work be completed before a "Phase 2 Notice to Proceed" can be issued.

B. BONDS. CONTRACTOR shall be required to furnish a Labor and Material Bond and a Performance Bond each in the amount equal to one hundred percent (100%) of the prices stated herein for Phase 1 and Phase 2, as further provided for in the FOURTH paragraph below. Said Bonds shall be obtained from a surety company satisfactory to COUNTY.

FOURTH: The Work under this Contract shall be done in two phases, Phase 1 and Phase 2, as follows:

A. Phase 1 shall include the work described, for the amount stated, in paragraph FIFTH below.

B. Phase 2 shall include the work described, for the amount stated, in paragraph SIXTH below.

C. COUNTY shall directly procure the materials to be installed as part of Phase 2 as stated in paragraph SEVENTH.

D. The items of work specified in paragraph EIGHTH are hereby excluded from this Contract.

E. The provisions of this Contract shall apply independently to each Phase of this Contract. In the event any additional coordination or information is needed by CONTRACTOR or COUNTY, the parties shall comply with Section 01310 – Project Management and Coordination.

F. COUNTY shall issue a written "Phase 1 Notice to Proceed" following the execution of this Contract by COUNTY. CONTRACTOR shall proceed only with the Phase 1 work.

G. Contractor and County shall confirm the scope and cost of Phase 2 work prior to (i) the parties executing any necessary contract amendment for Phase 2, (ii) the CONTRACTOR securing a Labor and Material Bond and a Performance Bond for Phase 2, and (iii) COUNTY issuing the Phase 2 Notice to Proceed.

H. CONTRACTOR shall not commence any Phase 2 work or procure any materials for Phase 2 until receiving a written "Phase 2 Notice to Proceed" from COUNTY. COUNTY shall not issue a written "Phase 2 Notice to Proceed" until CONTRACTOR has procured and provided to COUNTY the Labor and Material Bond and Performance Bond for all work required as part of Phase 2.

I. Notwithstanding any other provision of this Contract, prior to issuance of the Phase 2 Notice to Proceed, COUNTY may at its discretion determine not to proceed with Phase 2 and terminate the Contract as to Phase 2. Further, County may withhold issuance of a

written "Phase 2 Notice to Proceed" or determine not to proceed with Phase 2 under this Contract in the event of any CONTRACTOR noncompliance with the provisions of this Contract during Phase 1, including but not limited to the following:

i. If any payments have been withheld as provided in paragraph 27 of the General Conditions.
ii. If any faulty work or materials have not been remedied pursuant to paragraph 28 of the General Conditions as stated therein.
iii. If any materials and labor for Phase 1 not meeting the standards stated in paragraph 42 of the General Conditions have not been removed and replaced as stated therein.
iv. If the County has had to make a claim under either the Labor and Materials Bond or the Performance Bond provided by CONTRACTOR for the Phase 1 work.
v. If the County has taken action to terminate this Contract pursuant to paragraph 21 of the General Conditions.

FIFTH: **Phase 1 – Demolition and Site Development**

COUNTY shall pay to CONTRACTOR, as full consideration for the faithful performance of the Contract for Phase 1, the sum of: One million seventy-four thousand, two hundred seventy-five dollars and zero cents **($1,074,275.00)**

The work of Phase 1 - Demolition and Site Development shall consist of the following portions of the project scope:

Specification Division 1 General Requirements, including: 010100 Summary of Work, 012100 Allowances – Not Applicable, 012300 Alternates – Not Applicable, 012500 Substitution Procedures – Not Applicable, 013100 Project Management and Coordination, 013200 Construction Progress Documentation, 013300 Submittal Procedures,014100 Testing and Laboratory Services,014115 Requirements for Off Road Diesel Fleets, 015000 Temporary Facilities and Building Services, 015050 Erosion Control and 015723 Storm Water Pollution Control

All project plan sheets applicable to the scope defined below including L0.0 Cover Sheet, all plan notes, sheet notes, materials schedules, legends descriptions, layout dimensions, details, civil notes, drawings, details, and specifications, Erosion and Sediment Control Plans, structural notes and specifications, structural plans and details, electrical legends, plans, details and schedules whether or not specifically noted below.

A. Protection and Demolition
    1) Furnish and Install all protection and demolition work shown or noted on protection and demolition sheets L1.0, L1.1, L1.2, L1.3, L1.4, L1.5, C5, C7 and E106.
    2) Section 024119 Selective Demolition
B. Site Clearing, Earth Moving, Grading, Drainage, Water System and Utility Work
    1) Furnish and Install all site clearing, earth moving, grading and utility work shown or noted on grading and utility plan sheets C1, C2, C3, C4, C5 and Civil Details on sheet C8
    2) Furnish and Install all site clearing, earth moving, grading, drainage and utility work included above in compliance with Specifications:
        i. Section 311000 Site Clearing
        ii. Section 312000 Earth Moving
        iii. Section 312100 Utility Trenching and Backfill
        iv. Section 331000 Water Systems

v. Section 334100 Storm Utility Drainage Piping
vi. Section 334600 Subdrainage
vii. Section 337173 Electric Utility Services

C. Asphalt and Concrete
1) Furnish and Install all asphalt and concrete paving, asphalt or concrete curbs, ramps and courts shown or noted on:
i. Grading and utility plan sheets C1, C2, C3, C4, C5 and Civil Details on sheet C8.
ii. Site Plan Sheets L2.0, L2.1, L2.2, L2.3, L2.4, L2.5 Materials Notes: 1, 3, 3A, Accessibility plans and notes on L3.0 and construction details on sheets L4.0 and L4.5.
iii. Structural plans and details on sheets S1, S2, S3, S4
2) Furnish and Install all structural concrete retaining walls, deck foundations and weir decking and concrete shown or noted on Structural sheets S1, S5 and S6.
3) Furnish and Install all asphalt and concrete paving, asphalt or concrete curbs, ramps and courts included above in compliance with Specifications:
i. Section 031000 Concrete Forming and Accessories
ii. Section 032000 Concrete Reinforcing
iii. Section 033000 Cast in Place Concrete
iv. Section 051100 Structural & Miscellaneous Steel
v. Section 053000 Metal Decking
vi. Section 321100 Pavement Base Course
vii. Section 321216 Asphalt Paving
viii. Section 321313 Concrete Pavement
ix. Section 321318 Cement and Concrete for Exterior Improvements
x. Section 321373 Concrete Paving Joint Sealants
xi. Section 321375 Concrete Curbs and Gutters

D. Site improvements, decking and surfacing materials
1) Furnish and Install all finish grading, surfacing materials, wood retaining wall and decking shown or noted on:
i. Sheet L2.0, L2.1, L2.2, L2.3, L2.4, L2.5 – Material Schedule Notes: 2 Infield – Warning Track Material, 5 Stabilized Decomposed Granite, 6 Crushed Stone, 6A Cobble, 7 Recycled Plastic Decking, and 8 Walk-on Mulch and L4.3.
ii. Sheet S6 – Bathroom Deck Retrofit A
2) Furnish and Install all site improvements, decking and surfacing materials included above in compliance with Specifications:
i. Section 061000 Rough Carpentry
ii. Section 061533 Wood Patio Decking

SIXTH: **Phase 2 – Park Amenities and Improvements**

COUNTY shall pay to CONTRACTOR, as full consideration for the faithful performance of the Contract for Phase, a sum not to exceed: Three hundred twenty-five thousand dollars and zero cents **($325,000.00)**

The work of Phase 2 - Amenities and Improvements shall consist of the following portions of the project scope:

Specification Division 1 General Requirements, including: 010100 Summary of Work, 012100 Allowances – Not Applicable, 012300 Alternates – Not Applicable, 012500 Substitution Procedures – Not Applicable, 013100 Project Management and Coordination, 013200 Construction Progress Documentation, 013300 Submittal Procedures,014100 Testing and Laboratory Services,014115 Requirements for Off Road Diesel Fleets, 015000 Temporary Facilities and Building Services, 015050 Erosion Control and 015723 Storm Water Pollution Control

All project plan sheets applicable to the scope defined below including L0.0 Cover Sheet, all plan notes, sheet notes, materials schedules, legends descriptions, layout dimensions, details, civil notes, drawings, details, and specifications, Erosion and Sediment Control Plans, structural notes and specifications, structural plans and details, electrical legends, plans, details and schedules whether or not specifically noted below.

A. Playground and Recreational Equipment and Amenities
    1) Install County furnished playground and recreational equipment and amenities show or noted on sheets – L2.1, L2.2, L2.3 L2.4, L2.5, L4.1, 4.2, L4.3, L4.4, L4.5, L4.6, and L4.7 including Amenities: A1 & A2 Picnic Tables, B Pet Waste Stations, C1 & C2 Benches, D Drinking Fountains, E Trash Receptacles, F Barbeque Pits, G1 – G5 Signage, I Bleachers, K Charcoal Bin, L Baseball Backstop, M Baseball Bases, N & O Tennis & Pickleball Net Assemblies, P Basketball Goal Assemblies, R Bicycle Rack and Playground Equipment on L4.7.
    2) Install all playground and recreational equipment and amenities included above in compliance with Specifications:
        i. Section 116800 Playground Equipment and Structures
        ii. Section 323300 Site Furnishings
B. Steel Railings, Fencing work
    1) Furnish and install all steel railings, bollard and fencing, work shown or noted on sheets L2.0, L2.1, L2.2, L2.3, L2.4, L2.5 fencing legend and Amenity Q removable bollards, L4.0, L4.2, L4.5, S4 and S5.
    2) Furnish and install all steel railings, bollard and fencing included above in compliance with Specifications:
        i. Section 323113 Chain Link Fence and Gate
        ii. Section 051100 Structural and Miscellaneous Steel
        iii. Section 055213 Pipe and Tube Railing
        iv. Section 323300 Site Furnishings (for bollards)
C. Electrical Work
    1) Furnish and install all electrical work shown or noted on sheets E001 through E701
    2) Furnish all electrical work included above in compliance with Specifications:
        i. Division 26 – Electrical all sections
D. Landscape and Irrigation Work
    1) Furnish and install all landscaping and irrigation work shown or noted on Irrigation and Landscaping plan and detail sheets L5.0. L5.1, L5.2, L5.3, L5.4, L505, L5.6, L5.7, L6.0, L6.1, L6.2, L6.3, L6.4, L6.5, and L6.6.
    2) Furnish all landscape and irrigation work included above in compliance with Specifications:
        i. 312100 Utility Trench and Backfill
        ii. 328400 Planting Irrigation
        iii. 329113 Soil Preparation
        iv. 329200 Turf and Grasses
        v. 329300 Plants

E. Finish Surfaces and Materials
   1) Furnish and install all finish surfaces and materials work shown or noted on site or Civil plan and detail sheets L2.2 Material Schedule item 4 Engineer Wood Fiber, L4.5, L4.6, L4.7, L2.1, L2.5, C1, C5 and C8
   2) Furnish all finish surfaces and materials work included above in compliance with Specifications:
      i. Section 321713 Parking Bumpers
      ii. Section 321723 Pavement Markings
      iii. Section 321726 Tactile Warning Surfacing
      iv. Section 321816 Playground Protective Surfacing

SEVENTH: **County Furnished Equipment and Amenities**

In coordination with the Contractor, the County shall furnish to the Contractor the following recreational equipment and park amenities show or noted on sheets – L2.1, L2.2, L2.3 L2.4, L2.5, L4.1, 4.2, L4.3, L4.4, L4.5, L4.6, and L4.7 including Amenities: A1 & A2 Picnic Tables, B Pet Waste Stations, C1 & C2 Benches, D Drinking Fountains, E Trash Receptacles, F Barbeque Pits, G1 – G5 Signage, I Bleachers, K Charcoal Bin, L Baseball Backstop, M Baseball Bases, N & O Tennis & Pickleball Net Assemblies, P Basketball Goal Assemblies, R Bicycle Rack and Playground Equipment on L4.7.

Supply of playground and recreational equipment and amenities included above shall be as identified in Specifications:
   i. Section 116800 Playground Equipment and Structures
   ii. Section 323300 Site Furnishings

The estimated cost of County furnished equipment and amenities is $250,000

EIGHTH: **The following items of work are excluded from this agreement and the project as not required.**

Section 012300 Alternates
   1) Alternate NO. 1 Group Picnic Area Including Grading, Paving, and Amenities
      I. Sheet L2.0 – ADD/ALT 1
   2) Alternate NO. 2 Fitness Stations Including AC Pads
      I. Sheets L2.0 – ADD/ALT 2
      II. Sheets L2.1– L2.5 – Amenities schedule J1 through J6
   3) Alternate NO. 3 Security Lighting and Wiring
      I. Sheet L2.0 – ADD/ALT 3
      II. Sheets E100, E102 and E103 (Add Alternate 6) noted items.

Payment shall be made each month to CONTRACTOR in accordance with and subject to the provisions embodied in the Documents made a part of this Contract.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darcie Antle

DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No 09/17/2025

Budget Unit: 1710

Line Item: 864360 CI079

Grant: ☒ Yes ☐ No

Grant No.: SR18-23-012 / SRSG-23-001_2024

CONTRACTOR/COMPANY NAME

By: _____

Date: 09/17/25

NAME AND ADDRESS OF CONTRACTOR:

Miguel Angel Rodreguez Zepeda, DBA, MARZ Engineering

9741 Laughlin Way

Redwood Valley, CA 95470

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

By signing the above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that, according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 09/17/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 09/17/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 09/17/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; $50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

COUNTY OF MENDOCINO
Executive Office
Facilities & Fleet Division

DARCIE ANTLE
Chief Executive Officer
Clerk of the Board
Purchasing Agent

851 Low Gap Road
Ukiah, CA 95482
Email: facilities@mendocinocounty.gov
Office: (707) 234-6068

COUNTY OF MENDOCINO ♦ BID ADDENDUM

Bid No. 025-25
Bower Park Improvement and Restoration Project Rebid

Addendum No.	**01**
Addendum Issue Date:	**August 11, 2025**
Bid Issue Date:	***July 17, 2025***
Bid Opening Date:	**August 14, 2025**

INQUIRIES AND CLARIFICATIONS TO PROJECT PLANS AND SPECIFICATIONS

The additions, omissions, clarifications, and/or corrections herein shall be made part of the Contract plans and specifications. They shall be included in the Scope of Work and proposals to be submitted. This Addendum modifies the original plans and specifications as described below.

1. **Bidder Question:** Please confirm that there is no specific coating required for the tennis/pickleball courts?

   County Response: The tennis/pickleball court finish consist of plain asphalt with white striping, as depicted in the plans. Refer to Section 321216 – Asphalt Paving and Section 321723 – Pavement Markings.

2. **Bidder Question:** Landscape drawing amenity type L calls for the baseball backstop to be LA Steelcraft LA-1244T or equal and references detail 3/L4.4. The overall backstop height between these details is in conflict. Is the backstop 22'6" per detail 3/L4.4 or 19'6" per the LA Steelcraft website.

   County Response: Change the backstop height measurement in detail 3/L4.4 to 19'6".

3. **Bidder Question:** Fence details on sheet L4.2 refer to structural drawings for post footing details. The only fence detail appearing on the structural drawings is 5/S5 and reference the weir curb. Please clarify the footing depths for each post detail.

   County Response: Detail 5/S5 applies only at the weir curb locations. Provide new fence post footings per the following sechdule:

Type	Depth	Diameter
4' Line	**18"**	**12'**
4' gate/corner	**36"**	**12"**
6' line	**36"**	**12"**
6' gate/corner	**36"**	**16"**

4. **Bidder Question:** The specification documents 323113 specify 360-degree hinges; however, the drawing appears to show a 180-degree hinge. Please clarify the correct hinge type.

   County Response: Change specification section 303113 Part 2, paragraph 2.5.D.1 to read "Hinges: 180-degree inward and outward swing."

5. **Bidder Question:** Landscape drawing amenity type P calls for the basketball goal assembly to be LA Steelcraft LA-12C34 or equal and references detail 4/L4.3 Specification Section 323300 calls for an aluminum backboard, model LA-11, while Detail 4/L4.3 specifies a steel model LA-01. Which model should be used?

   County Response: Correct call-out 1 on detail 4/L4.3 to identify LA Steelcraft model LA-011.

6. **Bidder Question:** Detail 4/L4.3 indicates 6-foot-deep by 18" footings for the basketball post assembly LA-12C34, but the manufacturer specifies a 42" deep by 32" footing. Which installation detail should be followed?

   County Response: Install basketball posts as drawn in detail4/L4.3.

7. **Bidder Question:** Detail 3/L4.3 shows the tennis/pickleball footing as a tapered 3'6" deep footing that is wider at the bottom and narrower at the top than the manufacturer specifies. Which installation detail should be followed.

   County Response: Install tennis/pickleball posts as shown in detail 3/L4.3.

8. **Bidder Question:** Is the Bower Park improvement and restoration project governed by a Project Labor Agreement (PLA)?

   County Response: Please refer to specification section 000200 Notice inviting Bids, and general conditions for prevailing wage and certified payroll and related labor compliance and reporting requirements. The project is not subject to a Project Labor Agreement.

9. **Bidder Question:** Is prequalification necessary to submit a bid for this project?

   County Response: No, specification section 001000 Instruction to Bidders provides the specific bidding and qualification requirements for this project.

ADDITIONAL INFORMATION

Sheet L4.7 issued with the drawings lacked sufficient resolution to read the notes and details. Attached sheet L4.7 is provided with better resolution.

All other specifications remain in full force and effect.

Bidders are reminded that they shall complete the Addenda Acknowledgement on the Bid Form. Failure to do so may result in the disqualification of the submitted bid.

Any questions or concerns regarding this matter should be directed to Kirk Viera, Facilities Project Specialist, at Vierak@mendocinocounty.gov or (707) 380-3223

SECTION 000020 - PROJECT DIRECTORY

PROJECT:	Bower Park Restoration and Improvement Project Rebid 38040 Old Stage Road Gualala, CA 95445
OWNER:	County of Mendocino 501 Low Gap Road Ukiah, CA 95482 (707) 234-6050
AGENT:	County of Mendocino Executive Offices Facilities and Fleet Division 841 Low Gap Road Ukiah, CA 95482 Office:(707) 234-6058 Mobile:(707) 380-3223 vierak@mendocinocounty.gov Kirk Viera, Facility Project Specialist I
ARCHITECT:	Integra Planning + Landscape Architecture, Inc. 1506 4th Street Santa Rosa, California 95404 (707) 852-0500 mike@integrapla.com Michael Cook, PLA, ASLA, CLIA, CPSI www.integrapla.com

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321816 Playground Protective Surfacing
323113 Chain Link Fence and Gate
323300 Site Furnishings
328400 Planting Irrigation
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329200 Turf and Grasses
329300 Plants

DIVISION 33 - UTILITIES
331000 Water System
334100 Storm Utility Drainage Piping
334600 Subdrainage
337173 Electric Utility Services

END OF SECTION

SECTION 000200 - NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received at the Mendocino County Facilities Conference Room located at 841 Low Gap Road, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall in the Conference Room, **on Thursday August 14, 2025,** and then publicly opened and read aloud in the Conference Room, 841 Low Gap Road, Ukiah, California for the following project:

Bower Park Restoration and Improvement Project Rebid (BID 025-25)

Electronic Plans and Documents may be seen or downloaded from the Mendocino County Web Page for Open RFP, Quotes & Bids: https://www.mendocinocounty.org/departments/general-services/central-services/open-rfp-quotes-bids. Additionally, plans and documents have been distributed to builders' exchange plan rooms throughout Northern California.

Bids shall be made on the form provided in this Manual and accompanied by a form of bid security as provided in Section 001000 Instructions to Bidders.

The successful Bidder will be required to furnish a Labor and Material Bond and a Performance Bond as required in Section 001000 Instructions to Bidders.
Bidders' attention is called to the Instruction to Bidders and other related documents in this Manual for complete directions and information as to bidding and other requirements.

NON-MANDATORY PRE-BID CONFERENCE
A non-mandatory pre-bid conference and site inspection will be held on:

Wednesday, July 30, 2025 @ 10:30 AM at the 38040 Old Stage Road, Gualala, CA 95445

PAYMENT OF PREVAILING WAGES
Pursuant to the provisions of the Labor Code of the State of California, the Department of Industrial Relations has made a determination of the rate of per diem wages to be paid on the prevailing rate of pay for regular, holiday and overtime work in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to execute the contract. All County of Mendocino projects greater than $1,000 require that contractors adhere to Prevailing Wage requirements (California Labor Code, Sections 1770 through 1775). The rates can be found online here: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

CONTRACTOR REGISTRATION
Per Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

CERTIFIED PAYROLL RECORDS
Per Labor Code Section 1776 each contractor and subcontractor shall keep accurate payroll records. A certified copy of all payroll records for work performed under this contract shall be furnished upon request to a representative of the awarding body. Per SB 854 contractors and subcontractors are required to furnish certified payroll reports directly to the Department of Industrial Relations.

EMPLOYMENT OF APPRENTICES
Each contractor and subcontractor performing work in an apprenticeable craft or trade shall comply with Section 1777.5 relating to Apprentices on public works projects.

MENDOCINO COUNTY BUSINESS LICENSE
Pursuant to Mendocino County Code Chapter 6.04 – Business Licenses, at the time of contract award, the contractor shall supply a copy of their current County of Mendocino business license.

LAWS AND GOVERNANCES
In the performance of the work contemplated by this contract, the contractor shall conform to and abide by all labor requirements and provisions of State and Federal Laws and City and County Ordinances and Regulations which may in any manner affect those engaged or employed on the work project, including but not limited to the overtime provisions of the Labor Code section 1813 and 1815 of the State of California.

Federal Laws, including The Davis-Bacon Act and The Americans with Disabilities Act of 1990, are applicable to the project.

END OF SECTION

SECTION 001000 - INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 BIDS RECEIVED

A. Sealed bids for the **Bower Park Restoration and Improvement Project Rebid (BID 025-25)** will be received at the Mendocino County Facilities Conference Room located at 841 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the Conference Room, on **Thursday August 14, 2025**, and then publicly opened and read aloud in the Conference Room, 841 Low Gap Road, Ukiah, California.

B. Late bids will not be accepted. It is Bidder's responsibility to ensure that its bid is delivered and received at the location noted above or before the date and hour set for the bid opening.

1.2 LICENSE REQUIREMENT

The license required for this Project is a General A Engineering Contractor.

1.3 BIDS AND BID SECURITY

Bids, to be considered, must be in accordance with the following instructions:

A. Bids must be submitted on the bid form provided in this Manual, properly and completely filled out with numbers stated both in writing and in figures, and with signatures of all persons signing in longhand/cursive.

B. The completed form shall be without erasures or interlineation and shall not contain recapitulations of the work to be done.

C. A Bidder’s Bond, Certified Check or Cashier's Check made payable to the County of Mendocino for an amount equal to at least ten percent (10%) of the bid amount shall accompany each bid. The above-mentioned bid security shall be given as a guarantee that the Bidder shall execute the contract if it be awarded to it in conformity with the contract documents and shall provide the surety bond or bonds required, sign the contract and commence work as set forth in the contract documents. Such guaranty to be forfeited should the Bidder to whom the contract is awarded fail to enter into the contract.

D. Responsive Bids shall include completed and executed copies of the following sections if included in the project Manual:

a. 001200 Qualification Application
b. 003070 Non-Collusion Affidavit
c. 003100 Bid Form
d. 00 03 50 Diesel Fleet Certification
e. 004300 Subcontractor Listing Form

1.4 SUBCONTRACTORS LISTED

A. In accordance with California Public Contract Code Sections 4100 et seq., inclusive, each bidder shall provide a list of subcontractors (Section 004300), giving the name and location of place of business and contractor's license number of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each instance, the nature and portion of the work to be subcontracted shall be described.

B. Failure of Bidder to specify a subcontractor for any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total contract price constitutes an agreement for Bidder to perform that portion of the work itself. After bids are opened, no subcontractor may be designated or substituted except as provided for in Sections 4107 et seq. of the Public Contract Code.

C. All Bidders must supply their Bids with the required information on all subcontractors who will perform any portion of the work including labor, rendering of service or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one-half of one percent (0.5%) of total bid. Violation of this requirement may result in the Bid being deemed non-responsive and not being considered.

1.5 AWARD OR REJECTION OF BIDS

The contract shall be awarded to the lowest responsible bidder complying with these instructions, provided the bid is deemed reasonable and in the best interest of the County of Mendocino. The County reserves the right to reject any and all bids, and to waive any informality on bids received whenever the rejection or waiver is in the best interest of the County. The competency and dependability of the bidders will be considered when making the award.

A. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, if this bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: [check one].

[X] 1. The lowest bid shall be the lowest bid price on the base bid contract without consideration of the prices on allowance, additive or deductive items.

2. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Form as being used for the purpose of determining the lowest bid price.

3. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the County before the first bid is opened.

4. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph 1. shall be used to determine the lowest bid.

B. Notwithstanding the method used by the County to determine the lowest responsible bidder, the County retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

C. The award of the contract, if awarded, is expected to be made within thirty (30) days and in no event later than eighty (80) days after the bid opening. After award, County shall notify the successful Bidder in writing, and forward with the notification original contracts for Bidder's execution. Within eight (8) working days after such notification, the successful Bidder shall return the signed contracts to County, accompanied by all required Surety Bonds, insurance policies and endorsements.

1.6 TIME OF COMPLETION

Bidder agrees to commence work on or before a date to be specified in the written "Notice to Proceed" from County and to fully complete the project within one hundred eighty (180) calendar days from date of the written "Notice to Proceed".

1.7 ADDENDUM

Any addendum issued during the time of bidding and before bid opening shall be included in the bid. The addendum issued by County shall become part of the agreement. Questions to be considered for inclusion in an addendum must be in writing and in the hands of County not less than seven (7) days prior to bid opening date.

1.8 INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a Bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their intent, it should at once notify County, which will then send responsive written instructions in the form of addenda to all Bidders. County will not be responsible for any oral instructions. Any verbal conversations with County during the bidding period are not to be construed as instructions. Any changes in the Contract documents will be issued by written addendum only.

1.9 WITHDRAWAL OF BID

Bids may be withdrawn prior to, but not later than, the time of bid opening.

1.10 BONDS

Successful Bidder is required to furnish a Labor and Material Payment Bond and a Performance Bond each in the amount equal to one hundred percent (100%) of the contract price. Said Bonds shall be obtained from a surety company satisfactory to County.

1.11 SUBSTITUTIONS

Any substitution shall be made in accordance with instructions contained in Section 007000 – General Conditions included herein. Questions concerning substitutions will not be entertained during the bidding period.

1.12 SUBSTITUTION OF SECURITY

Pursuant to California Public Contract Code Section 22300, the Contractor may substitute securities for retention money withheld by the County to insure performance under the Contract. Said securities shall be in a form and of a type acceptable to the County.

1.13 LIQUIDATED DAMAGES

In case of failure on the part of Contractor to complete the work within the time stipulated plus any duly authorized extension of time granted in writing by County, Contractor shall pay to County the sum of $500.00 per calendar day for each day's delay beyond the time prescribed as liquidated damages, but not as a penalty. The language in the paragraph of the General Conditions entitled "Time of Completion and Liquidated Damages" is incorporated herein.

1.14 BIDDER'S QUALIFICATIONS

A. All Bidders, Contractors and Subcontractors bidding under joint venture agreements shall be duly licensed as provided for under Sections 7000 et seq. of the Business and Professions Code.

B. A corporation which is awarded the Contract will be required to furnish certification attesting to its corporate existence, as well as evidence that the Officer signing the contract is duly authorized to do so.

C. Bidders and their subcontractors may be required to furnish evidence satisfactory to County that they have sufficient means and have had experience in the class of work called for to enable them to complete the contract in a satisfactory manner.

D. No person, firm or corporation shall make or file or be interested in more than one bid for the same work, except insofar as alternate bids may be called for. No person, firm or corporation shall submit a collusive or sham bid or seek directly or indirectly to induce any other bidder to submit a collusive or sham bid or to refrain from submitting a bid or to seek in any way to control or fix the price of the bid or any portion of the bid price in order to secure an advantage against County or any other person interested in the proposed contract. However, a person, firm or corporation submitting a sub-proposal to a bidder or quoting prices on materials to a bidder is not hereby disqualified from submitting sub-proposals or quoting prices to other bidders.

E. A licensed contractor shall not submit a bid to a public agency unless (1) its contractor's license number appears clearly on the bid, (2) the license expiration date is stated, and (3) the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which has subsequently proven false, shall be considered non-responsive and shall be rejected by County.

F. The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation"), which are effective on January 1, 2024, and apply broadly to all self-propelled off-road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. **Bidders must provide, with their Bid, Section 00 03 50 Diesel Fleet Certification fully executed. All Certificates of Reported Compliance (CRC) or exemption documents issued by CARB required in the Certification must be provided to the County within 24 hours of the deadline for submitting bids. Failure to provide valid CRCs as required herein may render the Bid non-responsive.**

G. The work to be performed under this contract is of a very specialized nature. It is the desire of County to secure the best work attainable and to maintain a very critical and condensed schedule. Bidders considered for award will be limited to those firms who can show to the satisfaction of County that they have the facilities and experience necessary to perform the required construction in accordance with specifications proposed for this project. The terms under which bidders will be evaluated and the rules that will be applied are attached to this Manual as section 001200 Qualification Application.

1.15 EXAMINATION OF SITE AND DOCUMENTS

By submitting a bid, Bidder agrees and warrants that (1) it has examined the site and all documents, drawings and specifications; (2) it is satisfied that the same are adequate to produce the required results; and (3) its bid covers the cost of all items required in the agreement. The work to be performed includes all of the items mentioned in these specifications and/or as shown on the plans and other documents included as a part of the project.

1.16 ENVIRONMENTAL AND PLANNING CONDITIONS OF APPROVAL

Bidder agrees to perform its work in conformance with all environmental and planning conditions of approval applicable to the project. Bidders' attention is directed to specification section 008010 Supplementary General Conditions and the source documents for specific conditions of approval.

1.17 AGREEMENT

Contract documents include the Agreement which the successful Bidder, as Contractor, will be required to execute.

1.18 PRE-CONSTRUCTION CONFERENCE

The successful bidder shall be available for a pre-construction conference with County at a mutually convenient time.

END OF SECTION

SECTION 001200 - QUALIFICATION APPLICATION

QUALIFICATION APPLICATION

The information contained in this Application is confidential and is for the sole use of the County in evaluating the qualifications of the Bidder. Only the information below ("Contact Information") is considered public information.

CONTACT INFORMATION

Firm Name (as it appears on license): MARZ Engineering

Check one: ☐ Corporation ☐ Partnership ■ Sole Proprietor

Contact Person: Ruth Rodriguez

Address: 9741 Laughlin Way, Redwood Valley, CA 95470

Phone: (707)856-3007 Fax: N/A

If the firm is a sole proprietor or partnership:

Owner(s) of Company: Miguel Rodriguez

Contractor's License Number(s):

License No.	Classifications	Expiration	Qualifying Individual
1084927	Class A	12/31/2025	Miguel Rodriguez

DIR Registration Number: 2000000561

Mendocino County Business License No: 135563

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

The Contractor will be immediately disqualified if the answer to any of questions 1 through 3 is "no".

The Contractor will be immediately disqualified if the answer to any of questions 4 through 7 is "yes"[1].

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
☐ Yes ☐ No

2. Contractor has a liability insurance policy with a policy limit of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.
☐ Yes ☐ No

3. Contractor has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 *et seq.*
☐ Yes ☐ No ☐ Contractor is exempt from this requirement because it has no employees

4. Has Contractor's license been revoked at any time in the last five (5) years?
☐ Yes ☐ No

5. Has a surety firm completed a contract on Contractor's behalf, or paid for completion because Contractor's firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No

6. At the time of submitting this qualification form, is Contractor's firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7?
☐ Yes ☐ No

If the answer is "yes", state the beginning and ending dates of the period of debarment:

7. At any time during the last five (5) years, has Contractor's firm, or any of its owners or officers, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For firms that are corporations:

1a. Date incorporated: _____
1b. Under the laws of the State of: _____

[1] A contractor disqualified solely because of a "yes" answer given to questions 4,5, or 7 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock:

Name	Position	Years with Co.	% Ownership	Social Security #

For firms that are partnerships:

1a. Date of formation: _____
1b. Under the laws of the State of: _____
1c. Provide all of the following information for each partner who owns ten percent (10%) or more of the firm:

Name	Position	Years with Co.	% Ownership	Social Security #

For firms that are sole proprietorships:

1a. Date of commencement of business: _____
1b. Social security number of company owner:_____

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three (3) years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
☐ Yes ☐ No

If "yes", explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of Contractor's firm holds a similar position in another firm.
☐ Yes ☐ No

If "yes", explain on a separate signed page.

4. Are any corporate officers, partners, or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of Contractor's firm holds a similar position in another firm.
☐ Yes ☐ No

If "yes", explain on a separate signed page.

5. Financial Statements: Does the Contractor have reviewed or audited financial statements for each of the last three years?
☐ Yes ☐ No

6. State Contractor's firm's gross revenues for each of the last three (3) years:

Year	Gross Revenue

7. How many years has Contractor's organization been in business in California as a contractor under its present business name and license number? _____ years.

8. Is Contractor's firm currently the debtor in a bankruptcy case?
☐ Yes ☐ No

If "yes", please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

Disputes

9. At any time in the last five (5) years, has Contractor's firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
☐ Yes ☐ No

If "yes", explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five (5) years, has Contractor's firm, or any firm with which any of Contractor's company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of Contractor's firm held a similar position.
☐ Yes ☐ No

If "yes", explain on a separate signed page. State whether the firm involved was the firm applying for qualification here or another firm. Identify by name of the company, the name of the person within Contractor's firm who was associated with that company, the year of the event, the owner of the project, the project, and the basis for the action.

11. In the last five (5) years, has Contractor's firm been denied an award of a public works contract based on a finding by a public agency that Contractor's company was not a responsible bidder?
☐ Yes ☐ No

If "yes", explain on a separate signed page. Identify the year of the event, the owner, the project, and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between Contractor's firm and the owner of a project. Contractor need not include information about disputes between its firm and a supplier, another contractor, or subcontractor. Contractor need not include information about "pass-through" disputes in which the actual dispute is between a subcontractor and a project owner. Also, Contractor may omit reference to all disputes about amounts less than $50,000.

12. In the last five (5) years, has any claim *against* Contractor's firm concerning the firm's work on a construction project been *filed in court or arbitration*?
☐ Yes ☐ No

If "yes", on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

13. In the last five (5) years, has Contractor's firm made any claim against a project owner concerning work on a project or payment for a contract and *filed that claim in court or arbitration*?
☐ Yes ☐ No

If "yes", on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

Criminal Matters and Related Civil Suits

14. Has Contractor's firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes ☐ No

If "yes", explain on a separate signed page, including who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

15. Has Contractor's firm or any of its owners, officers or partners ever been convicted of a crime involving federal, state, or local law related to construction?
☐ Yes ☐ No

If "yes", explain on a separate signed page, including who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

16. Has Contractor's firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
☐ Yes ☐ No

If "yes", identify on a separate signed page the person(s) convicted, the court (the county if a state court, the district or location if a federal court), the year, and the criminal conduct.

Bonding

17. If Issued a Notice of Award, can the contractor secure payment and performance bonds within ten (10) calendar days?
☐ Yes ☐ No

Name of Bonding Company:

_____

Name, Address, Telephone# for Surety Agent:

_____

_____

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

18. Has Cal-OSHA cited and assessed penalties against Contractor's firm for any "serious", "willful", or "repeat" violations of its safety or health regulations in the last five (5) years?
NOTE: If Contractor has filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, Contractor need not include information about it.
☐ Yes ☐ No

If "yes", attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was/were issued, and the amount of the penalty paid (if any). If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against Contractor's firm in the last five (5) years?
NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.
☐ Yes ☐ No

If "yes", attach a separate signed page describing each citation.

20. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor's firm or the owner of a project contracted to Contractor in the last five (5) years?
NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.
☐ Yes ☐ No

If "yes", attach a separate signed page describing each citation.

21. How often does Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

_____

22. List Contractor's Experience Modification Rate (EMR) (California's Workers' Compensation insurance) for each of the past three (3) premium years:
NOTE: An Experience Modification Rate is issued to Contractor annually by its workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year previous to previous year:_____

If Contractor's EMR for any of these three (3) years is or was 1.20 or higher, Contractor may, at its discretion, attach a letter of explanation.

Prevailing Wage and Apprenticeship Compliance Record

23. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom Contractor intends to request the dispatch of apprentices to Contractor for use on any public work project for which it is awarded a contract by the County of Mendocino:

_____

_____

_____

SECTION 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions prior to receipt of bids.

B. Related Sections:

1. Section 012100 "Allowances" for products selected under an allowance.
2. Section 012500 “Substitution Procedures” for products selected under substitution.
3. Section 116800 “Playground Equipment and Structures”

1.3 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Technical Specifications of this Manual prior to the opening of Bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials.

1.5 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions prior to bid shall only be considered for Playground and Fitness Equipment specified under section 116800 Playground Equipment and Structures. By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Contract Documents, including Addenda. Bidders are required to request approval of qualifying substitute manufacturer of playground and or fitness equipment when those Specifications Sections list materials and equipment by product or manufacturer name prior to bid submittal. See specification section 01 25 00 Substitution Procedures for substitution of any other products or materials.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by County; otherwise, requests will be returned without action:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
3. The request is fully documented and properly submitted.

1.6 SUBMITTALS

A. Procurement Substitution Request: Submit to County. Procurement Substitution Request must be made in writing by prime contractor in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than fourteen (14) days prior to date of bid opening.
2. Submittal Format: Submit electronic copies of each written Procurement Substitution Request, using contractor forms.

a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
2) Samples where applicable or when requested by County.
3) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, color, size, durability, visual effect, sustainable design characteristics, warranties, fasteners and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
4) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
5) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES or applicable code.
6) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. County's Action:

1. County may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. County will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. County's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

SECTION 00 30 50 – DIESEL FLEET COMPLIANCE CERTIFICATION

Pursuant to California Code of Regulations Title 13 Section 2449, the Contractor hereby certifies the following:

I am aware of and will comply with the provisions of Section 2449 of Title 13 of the California Code of Regulations which requires contractors in California entering contracts for projects involving the operation of vehicles subject to the regulations to obtain and retain Certificates of Reported Compliance from the operators of any In-Use Off-Road Diesel Fueled Fleets used on such projects and related requirements to submit the Certificates to the Public Agency awarding any such project and other reporting and disclosure requirements.

I hereby certify that that the declaration selected below applies to this project:

☐ The project **does not** involve operation of vehicles subject to the California Code of Regulations Title 13 Section 2449.

☒ The project **does** involve operation of vehicles subject to the California Code of Regulations Title 13 Section 2449, or such vehicles are exempt and, as a condition of award, I will submit Certificates of Reported Compliance or exemption from the contractor's and all listed subcontractor's fleets of In-Use Off-Road Diesel Fueled vehicles intended for use on the project within 24 hours of the deadline for submitting bids.

Dated 9/16/25

Contractor Signature

END OF SECTION 00 30 50

SECTION 003060 - ANTITRUST CLAIM ASSIGNMENT

Pursuant to California Labor Code Section 7103.5, the following certification is hereby set forth and made a part of these specifications:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

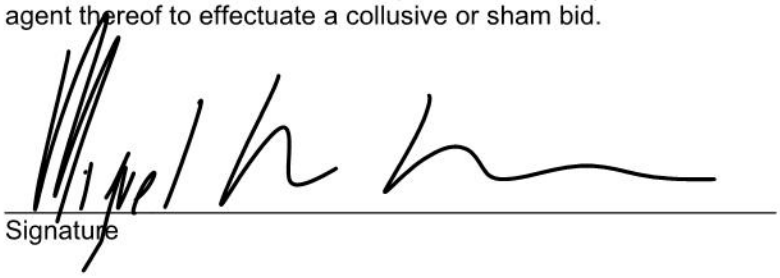
SECTION 003070 - NON-COLLUSION AFFIDAVIT

In accordance with California Public Contract Code Section 7106, the following affidavit must be completed by the Bidder:

Non-Collusion Affidavit to be executed by Bidder
and submitted with the bid

State of California
County of Mendocino

Miguel Rodriguez, being first duly sworn, deposes and says that he or she is owner of MARZ Engineering the party making the foregoing bid 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 his or her 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.



Signature

SECTION 003100 – BID FORM

Bower Park Restoration and Improvement Project Rebid

FOR MENDOCINO COUNTY

TO: Honorable Board of Supervisors

It is understood that this bid is based upon completion of the work within the time of completion requirements contained in the Instructions to Bidders.

It is agreed that this bid may not be withdrawn for a period of eighty (80) days from the opening hereof.

The undersigned has carefully checked all its figures and understands that the County will not be responsible for any error or omissions on the part of the undersigned in making up this bid.

If awarded the Contract, the undersigned agrees to complete the Work, one hundred eighty (180) calendar days from the date of Notice to Proceed.

The undersigned, having become completely familiar with all conditions affecting the cost of the work at the place where the work is to be done, and with the drawings, specifications and other contract documents prepared and issued thereof and currently posted to, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, equipment, transportation and services necessary to erect and complete in the best workmanlike manner, all as shown and specified.

The following bid amounts are as defined and clarified in the Bids Required portion of these specifications:

BASE BID:

_____Dollars ($_____)

Allowance No.1 Unforeseen Physical Conditions Allowance:

Twenty Thousand Dollars ($ 20,000.00)

Additive Alternate Bid Items:

Alternate #1: Group Picnic Area Including Amenities and Grading

ADD _____Dollars ($_____)

Alternate #2: Fitness Stations Including AC Pads

ADD _____Dollars ($_____)

Name of Organization_____

Alternate #3: Security Lighting and Wiring (see electrical plans)

ADD _____ Dollars ($_____)

SALES TAX

All bids shall include required California State Sales Tax, cost of all bonds and insurance as required, and all other items of expense incidental to the contract. The County of Mendocino is exempt from Federal Excise Tax.

A licensed Contractor shall not submit a bid to a public agency unless its Contractor's License number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information that is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

Name of Organization _____

Type of Organization _____
(Corporation, Partnership, etc.)

Address _____

Name of the State where incorporated _____

CONTRACTORS LICENSE NO. _____ EXPIRATION DATE _____

☐ **Contractor has registered with the State of California's DIR (Department of Industrial Relations) website.**
DIR Registration #: _____

☐ **Contractor is currently licensed to do business in the County of Mendocino. Mendocino County Business License #: _____**

ADDENDA: CONTRACTOR TO ACKNOWLEDGE RECEIPT

I have received the following Addenda pertaining to this project and they have been included as part of my bid.

Numbers: _____

The undersigned hereby certifies under penalty of perjury that this bid is genuine and not collusive, that all the information is correct and that he/she has carefully checked all of the above figures and understands that the County will not be responsible for any errors or omissions on the part of the undersigned on making up this bid.

Signature _____

SECTION 004300 - SUBCONTRACTORS LISTING FORM

BOWER PARK RESTORATION AND IMPROVEMENT PROJECT REBID

In accordance with the provisions of Section 4100 *et seq.* of the Public Contract Code of the State of California, each bidder shall list below the name, license number, Department of Industrial Relations (DIR) Registration Number, and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each such instance, the nature and portion of the work to be subcontracted shall be described.

PORTION OF WORK	SUBCONTRACTOR'S NAME	CONTRACT LIC. DIR REG #	LOCATION

SECTION 005010 - WORKERS' COMPENSATION CERTIFICATION

Pursuant to California Labor Code Section 1861, the Contractor hereby certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code which require 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 the work of this contract.

Dated: 9/16/25

Contractor Signature _____

SECTION 005100 - CONTRACTOR GUARANTEE

Bower Park Restoration and Improvement Project Rebid

Contractor hereby guarantees that the labor and material furnished for this project is in accordance with the drawings, specifications, and applicable building codes. Contractor agrees to repair or replace any or all of the work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or material within a period of ONE (1) YEAR from date of acceptance of the above-named project by County without any expense whatsoever to County, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of Contractor's failure to comply with the above-mentioned conditions within fifteen (15) calendar days after being notified in writing by County, Contractor authorizes County to proceed to have said defects repaired and made good at Contractor's expense. Contractor shall honor and pay the costs and charges therefore upon demand.

SIGNED_____

COUNTERSIGNED_____

CONTRACTOR_____

DATED_____

DATE OF BUILDING ACCEPTANCE_____

SECTION 007000 - GENERAL CONDITIONS

1. DEFINITIONS

Whenever in the Specifications and other Contract Documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

A. "Owner" - Board of Supervisors, County of Mendocino, or its authorized agents or assignees.

B. "Agent" - The Agent acting for the County, which shall be either the County General Services Agency Director or his/her designee, or the County Executive Officer or his/her designee.

C. "Contractor" - The person or persons, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the County, as party or parties of the second part or his/her or their legal representatives.

D. "Specifications" - The directions, provisions and requirements contained in these Specifications as supplemented by the Supplementary Conditions. Whenever the term "These Specifications" is used in this book, it means the provisions as set forth in this book.

E. "Paragraph" - The particular section of subdivision herein designated by a number.

F. "Laboratory" - The designated laboratory authorized by the County to test materials and work involved in the Contract.

G. In the case of conflict between the Standard Specification and these Specifications, these Specifications shall take precedence over and be used in lieu of such conflicting portions:

A.W.S.	American Welding Society
A.S.T.M.	American Society for Testing Materials
A.S.A.	American Standard Association
N.B.F.U.	National Board of Fire Underwriters
N.B.S.	National Bureau of Standards
A.S.M.E.	American Society of Mechanical Engineers
A.R.I.	American Refrigeration Institute
N.E.M.A.	National Electrical Manufacturers Association
U.L.	Underwriter's Laboratories
E.T.L.	Electrical Testing Laboratories
A.C.I.	American Concrete Institute
F.A.	Federal Specifications
A.I.S.C.	American Institute of Steel Construction

H. The County and the Contractor are those named as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.

I. When the words "Approved", "Satisfactory", or "Equal", "As Directed", etc. are used, approval by the County is understood.

J. All Federal, State laws and local laws shall govern the construction of the Contract and all rules, ordinances and requirements of authorized officials shall be complied with.

K. It is understood that any reference to the Specifications or designation of the American Society for Testing Materials, Federal Specifications or other standard, code, or order, refers to the most recent or latest amended specification or designation.

2. EXAMINATION OF PLANS AND SPECIFICATIONS

The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications, and Contract forms thereof. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and material to be furnished, and as to the requirements of these Specifications.

3. DRAWINGS AND SPECIFICATIONS

A. Figured dimensions on the drawings shall govern but work not dimensioned shall be as directed. Work indicated but not particularly detailed or specified shall be equal to similar parts that are detailed or specified, or as directed. Full-size detailed shall take precedence over scale drawings as to shape and details of construction. It is intended that scale drawings, full-size details and specifications should agree but should any discrepancy or apparent error occur in plans and specifications or should any work of others affect this work, the Contractor shall notify the County at once; if the Contractor proceeds with the work affected without instruction from the County he shall make good any resultant damage or defect.

B. All misunderstandings of drawings or specifications shall be clarified by the County, whose decision shall be final.

C. Any work called for by the drawings and not mentioned in the Specifications, or vice versa, is to be furnished as though fully set forth by both. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, including special construction for any specific brand or shape of material called for even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as a part of the Contract.

D. Lists, rules and regulations referred to are recognized printed standard and shall be considered as one and a part of these Specifications within the limits specified.

E. "General Conditions" apply with equal force to all of the work, including extra work authorized.

F. For convenience, the Technical Specifications are arranged in Divisions and further divided into various sections. It is to be understood; this separation is for convenience of all parties involved and is not to be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the County and the Contractors during bidding and construction phases, i.e., all work shown, as well as for the proper completion of the project as a whole, shall be coordinated by the Contractor and his Subcontractors during bidding and construction and shall be provided in this Contract.

4. CONDUCT OF WORK

A. The County reserves the right to do other work in connection with the project by contract or otherwise. Contractor shall at all times conduct his work so as to impose no hardship on the County or others engaged in the work. Contractor shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.

B. The Contractor shall provide at his own cost and risk all labor, material, water, power tools, machinery, scaffolding, and framework for the execution of the work. Equipment shall be adequate and as approved.

The Contractor shall obtain all necessary measurements from the work and shall check dimensions, levels, and construction and layout and supervise the construction, for correctness of all of which he shall be responsible.

C. Where work of one trade joins or is on other work, there shall be no discrepancy when same is completed. In engaging work with other materials, marring or damaging same shall not be permitted. Should improper work of any trade be covered by another which results in damage or defects, the whole work affected shall be made good without expense to the County.

D. The Contractor must anticipate relation of all parts of the work and at the proper time furnish and set anchorage, blocking or bonding as required. Anchorage and blocking necessary for each trade shall be a part of same, except where stated otherwise.

E. Assistance required by the County in obtaining measurements or information on the work shall be furnished accurately and fully without cost to the County.

5. OWNERSHIP OF DRAWINGS

All plans and specifications shall remain the property of the County and shall be returned to the office of the County Facilities and Fleet Division Manager or shall be accounted for by the Contractor before the final certificate is issued.

6. PUBLIC AND COUNTY CONVENIENCE AND SAFETY

The Contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times and of any dangerous conditions until final acceptance of the work by the County.

7. ACCIDENT PREVENTION

A. It shall be the Contractor's responsibility to keep himself fully informed of all existing and future safety regulations, Codes, OSHA requirements, and other laws and regulations governing the work which may in any manner affect anyone in and around the project or engaged or employed in the work, or materials, equipment, etc. used in the work or which in any way affect the conduct of the work.

B. The Contractor shall appoint a Safety Officer for the project and submit his name to the County.

C. The Contractor shall supply the County with a Material Safety Data Sheet (MSDS) on each hazardous substance to be used by the Contractor on the project.

D. The Contractor and his Safety Officer shall be solely responsible for ensuring compliance with those Codes, regulations, OSHA requirements, and for discovering and correcting any code violations or unsafe conditions.

E. Reports of all lost-time accidents shall be promptly submitted to the Owner, giving all pertinent information.

8. RESPONSIBILITY FOR DAMAGE

The County shall not be answerable or accountable in any manner for: (1) any loss or damage that may happen to the work or any part thereof, for any loss or damage to any of the materials or other things used or employed in performing the work; (2) injury to or death of any person or persons, either workers or the public; (3) damage to property from any cause which might have been prevented by the Contractor or his workers or anyone employed by him. The Contractor shall be responsible for any liability imposed by law for injuries to or death of any person including, but not limited to, workers and the public or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The Contractor shall indemnify, save harmless and defend the County of Mendocino, its elected or appointed officers, agents, employees or volunteers connected with the work, from all claims or actions for injuries or death of any person, or damage to property, resulting from the Contractor's performance of the Contract. With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the County of Mendocino, its elected or appointed officers, agents, employees or volunteers.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by the County until disposition has been made of such suits or claims for damages as aforesaid.

9. LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and future State, Federal and local laws, codes and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies and tribunals having any jurisdiction or authority over the same and shall be solely responsible for insuring compliance with those laws, codes and regulations.

A partial, though not necessarily complete listing of laws to be observed by the Contractor is as follows:

A. Federal Americans with Disabilities Act of 1990.

B. Federal Labor Standards Act.

C. The Anti Kick-Back regulations found in 29 CFR Part 3.

D. All contract clauses required by 29 CFR 5.5 (a) and (c), 20 U.S.C. 1232b ; 40 U.S. C. 276a, 276c, 327-332; 29 CFR Parts, (926).

E. Nondiscrimination clause and Certification of Non-Segregated Facilities prescribed by Executive Order No. 11246, September 24, 1965 as amended by Executive Order 11375.

F. Executive Order No. 11288 of July 7, 1966 (31 FR 9261) "Prevention, Control and Abatement of Water Pollution".

G. Executive Order 11988, relating to evaluation of flood hazards.

H. Compliance with all Federal, State and local requirements for handicapped access, fire safety and seismic resistance.

10. BONDS REQUIRED

The successful bidder shall furnish bonds as required in the document entitled "Instructions to Bidders" which is part of these Contract documents.

11. INSURANCE

The Contractor, at his expense, shall secure and maintain at all times during the entire period of performance under this Contract, insurance as set forth below with insurance companies acceptable to the County of Mendocino.

The Contractor shall provide to the County of Mendocino certificates of insurance with endorsements properly executed by an officer or authorized agent of the issuing insurance company evidencing coverage and provisions as stated below:

A. INSURED

Name the County of Mendocino, its elected or appointed officials, employees, agents and volunteers as additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) Premises owned, leased or used by the Named Insured, or (d) Ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the County of Mendocino, its elected or appointed officials, employees, agents and volunteers.

B. SEVERABILITY OF INTEREST

Provide that the inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

C. CONTRIBUTION NOT REQUIRED

Provide that as respects: (a) work performed by the Named Insured on behalf of the County of Mendocino; or (b) products sold by the Named Insured to the County of Mendocino; or (c) premises leased by the Named Insured from the County of Mendocino; or (d) ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, the insurance afforded by this policy shall be primary insurance as respects the County of Mendocino, its elected or appointed officials, employees, agents and volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the County of Mendocino, its elected or appointed officials, employees, agents and volunteers shall be excess of this insurance and shall not contribute with it.

D. COVERAGE BELOW MINIMUM REQUIRED NOTICE

Provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of the County of Mendocino without notice to the County of Mendocino by certified mail return receipt requested. Such notice shall be addressed to: County of Mendocino, 501 Low Gap Road, Ukiah, Calif. 95482, Attn: Risk Management.

E. CANCELLATION NOTICE

Provide that the insurance afforded by this policy shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) day's prior written notice, delivered in person or by First Class U.S. Mail, has been given to the County of Mendocino. Such notice shall be addressed to: County of Mendocino, 841 Low Gap Road, Ukiah, Calif. 95482, Attn: Risk Management.

Contractor shall furnish the County of Mendocino certificate(s) of insurance evidencing Workers Compensation Insurance coverage to cover its employees. The Contractor shall require all subcontractors similarly to provide Workers Compensation Insurance as required by the Labor Code of the State of California for all of the Contractor's and subcontractors' employees.

The Contractor shall not commence work, nor shall he allow his employees or subcontractors or anyone to commence work until all insurance required and provisions contained herein have been submitted to and accepted by the County of Mendocino. Failure to submit proof of insurance as required herein may result in awarding said Contract to another bidder. Failure to comply with the insurance requirements set forth herein shall constitute a material breach of contract and, at County of Mendocino's option, shall subject this Contract to termination.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County of Mendocino from taking such other action as is available to it under any other provisions of this Contract or otherwise in law.

SCOPE OF LIABILITY COVERAGES

Contractor shall furnish to the County of Mendocino certificates of insurance evidencing at the minimum the following:

1. Public Liability-Bodily Injury (not auto) $500,000 each person; $1,000,000 each accident,

and

Public Liability-Property Damage (not auto) $500,000 each occurrence; $1,000,000 aggregate.

---or---

Combined Single Limit Bodily Injury Liability and Property Damage Liability (not auto) $1,000,000 each occurrence.

2. Vehicle-Bodily Injury $500,000 each person, $1,000,000 each occurrence,

and

Vehicle-Property Damage $1,000,000 each occurrence.

---or---

Combined Single Limit Vehicle Bodily Injury and Property Damage Liability $1,000,000 each occurrence.

12. WORKERS COMPENSATION CERTIFICATION

Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require 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 the work of this Contract". (Labor Code Section 1861)

13. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the work by the County, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof or to materials or thing employed in doing the work or stored on the site by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, replace, and make good all injuries or damages to any portion of the work occasioned by any of the above caused before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor's responsibility also extends to adjoining property as related to the construction operation.

14. RESPONSIBILITY OF COUNTY

The County shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these Specifications.

15. COOPERATION BETWEEN CONTRACTORS

Where two or more contractors are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to person or property, or for loss caused by failure to furnish the work within the time specified for completion.

Should the Contractor, through acts of neglect on the part of any Contractor, suffer loss or damage to the Work, the Contractor agrees to settle with such other Contractor by agreement. If such other Contractor should file claim against the County on account of alleged damages to be sustained, the County shall notify the Contractor who shall, at his expense, indemnify and save harmless the County against any such claim.

16. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control. Should the Contractor subcontract any part of his Contract, the Contractor shall be fully responsible to the County for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself.

No subcontractor will be recognized as such, and all persons engaged in the work on construction shall be considered as employees of the Contractor.

17. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices necessary and incidental to the due and lawful prosecution of the work.

18. PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.

19. LIENS

Liens shall be enforced as provided by California State Law pertaining to Public Works.

20. CHANGES IN THE WORK

A. The County may order changes in the work, in which event the Contract sum shall be adjusted by one or more, or a combination of, the following methods:

1. Unit bid prices previously approved or as may be agreed upon.

2. An agreed lump sum substantiated by Contractor, itemizing labor, material, equipment, overhead, profit, bond, etc.

3. By ordering Contractor to proceed with work and keep correct account with vouchers the actual cost of:

   a. Labor, including foreman;
   b. Materials entering permanently into the work;
   c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
   d. Power and consumable supplies for the operation of power equipment;
   e. Insurance;
   f. Social Security and old age and employment contribution.

B. To the cost under (2) and (3), there may be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) for the estimated cost of the work. The fee shall be compensation to cover the cost of administrative overhead, and profit.

C. On changes which involve a credit to the County, no allowances for overhead need be figured.

D. All such change orders and adjustments shall be in writing. Claims by Contractor for extra cost shall be made in writing before executing the work involved.

E. All change orders shall be reviewed and approved by the County.

21. COUNTY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should refuse or neglect to properly perform or prosecute the work or if he should substantially violate any provision of the Contract, then the County may, without prejudice to any other right or remedy upon seven (7) days written notice to the Contractor, terminate the services of the Contractor and take possession of the premises, and all materials, tools, and equipment thereon and complete the work. The expense thereof shall be deducted from the balance otherwise due the Contractor. If such expense should exceed such unpaid balance, then the Contractor shall pay the difference to the County.

22. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty (30) days by the Contractor because no certificate for payment has issued as provided in Paragraph 25 or because the County has not made payment thereon as provided in Paragraph 25, then the Contractor may, upon seven (7) additional days' written notice to the County, terminate the Contract and recover from the County payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

23. TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. In case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the County, and it is impracticable to determine the actual damage which the County will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the County the sum of money per calendar day for each day's delay beyond the time prescribed as required in the document entitled "Instructions to Bidders", which is a part of these Contract Documents. The Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

B. In case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the County shall have the right to extend the time for completion or not, as may best serve the interest of the County. If the County decides to extend the time limit for the completion of the Contract, the County shall further have the right to charge the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of County, including inspections, superintendence, and other overhead expenses directly chargeable to the Contract, and which accrue during the period of such extension. The cost of final inspections shall not be included in such charges.

C. The Contractor shall not be assessed with liquidated damages nor the cost of County's services and inspection during any delay in the completion of the work caused by acts of God or the public enemy, acts of the County, fire, flood, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided the Contractor furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same) and unusually severe weather or delays of subcontractors due to such causes, provided the Contractor shall within ten (10) days from the beginning of such delay notify the County in writing of the delay. County's findings of fact thereon shall be final and conclusive.

D. The County agrees that changes in work ordered pursuant to Paragraph 20 and extensions of completion time made necessary by reasons thereof, shall in no way release any guarantee given by the Contractor or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on bonds executed pursuant to these specifications. Sureties shall be deemed to have expressly agreed to any change in the work and to any extension of time made by reason thereof.

24. ACCEPTANCE

A. The Contract will be accepted as completed only when the whole and entire Contract shall have been completed satisfactorily to the County. In judging the work, no allowance for deviations from the original plans and specifications will be made unless already approved in writing at proper times and in a manner as called for herein.

B. Should it become necessary to occupy a portion of the work before the Contract is fully completed, such occupancy shall not constitute acceptance.

25. PARTIAL PAYMENTS

Prior to submitting and as a condition of approval of the first progress payment application, the Contractor shall submit a schedule of values acceptable to the County providing a breakdown of the contract value by trade division such that the County can accurately assess the percentage completion of the project.

On the twenty-fifth (25th) day of each month, the Contractor shall submit to the County an application for payment, on a form acceptable to the County, showing an itemized statement for work that has been performed on a percent complete basis based on the previously approved schedule of values. The County within thirty (30) days of receipt of application that meets the County's approval shall issue to the Contractor a certificate for ninety percent (95%) of the amount the County finds due for work that has been performed.

Contractor shall submit certified copy of payroll showing payment of Davis-Bacon Act wages with each request for payment submitted.

26. FINAL PAYMENT

Upon completion of the Contract, the County will cause to be made a final estimate of the amount of work done, and the value of such work. After approval by the County representative, the County shall pay the remainder due on the contract (with the exception of retainage) after deducting there from, all previous payments. All amounts retained (retainage) under the provisions of the Contract shall be due and payable 30 days from the date of acceptance in writing of the completion of Contract and / or Notice of Completion issued by the County representative. All prior partial estimates and payments shall be subject to correction in the final estimate and payments. Payment and the final estimate is due within thirty-five (35) days from the recorded date of the Notice of Completion, provided all as-built drawings, equipment manuals, instructions to the owner and guarantees have been received and accepted by the County.

27. PAYMENT WITHHELD

The County may withhold or, on account of subsequently discovered evidence, may nullify the whole or part of any certificates to such extent as may be necessary to protect the County from (1) defective work not remedied, (2) asserted claims against Contractor, (3) failure of the Contractor to make payments properly to employees or for material or labor, (4) any reasonable doubt that the Contract work can be completed for the balance then unpaid, or (5) damage to another contractor.

28. FAULTY WORK AND MATERIALS

The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the Contract, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the County. The Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal.

If the Contractor does not remove such condemned work and materials within reasonable time, fixed by written notice, the County may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days thereafter, the County may upon ten (10) days written notice, sell such materials at auction or at private sales and shall account for the net proceeds thereof after deducting all costs and expenses that should have been borne by the Contractor.

29. TEMPORARY SUSPENSION OF WORK

The County shall have the authority to suspend the work wholly or in part, for such period as it may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable progression of the work, or for such time as it may deem necessary due to the failure of the Contractor to carry out orders given by County, or to perform any provision of the Contract. The Contractor shall immediately obey such order of the County and shall not resume work until ordered in writing by the County.

30. SAMPLES

When requested, the Contractor shall submit for the County's review samples of the various materials, together with the finish thereof, as specified for and intended for use in the work. Samples of bulk materials shall be selected by the lab. All materials and workmanship shall in all respects be equal to the samples so submitted and reviewed. Samples shall be sent or delivered to the County, samples and delivery charges paid by Contractor. Samples will be returned to the Contractor if requested, shipping or delivery charges collect.

31. CLEANING AND REMOVAL OF DEBRIS

The Contractor shall, as directed by the County during the progress of the work or as indicated elsewhere in these documents, remove and properly dispose of dirt and debris and shall keep the premises reasonably clean. Upon completion of the work, the Contractor shall remove all of his equipment and unused materials provided for the work and shall put the building and appurtenances in a neat and clean condition and shall do all cleaning and washing required by the specifications.

32. OBSTRUCTIONS

The Contractor may be required to work around public utility facilities and other improvements which are to remain in place within the construction area. The Contractor shall be held liable to the owners of such facilities and improvements for any damage or interference with service resulting from the Contractor's operation.

The exact location of underground facilities and improvements within the construction area, whether shown on the drawings or not, shall be ascertained by the Contractor before using equipment that may damage such facilities or interfere with their service.

33. SUPERINTENDENT IN CHARGE

The Contractor shall keep on the work at all times and until the acceptance certificate is issued a competent superintendent or foreman for the purpose of receiving and executing without delay any orders from County in keeping with the terms of the Contract. This foreman shall have charge of the plans and specifications kept on the job. He shall be instructed to familiarize himself closely with all provisions of the plans and specifications and to follow the same accurately.

34. STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall not be stockpiled or placed outside of the site property lines unless written permission is obtained by the appropriate owner or political subdivision having jurisdiction over the adjacent property, roads, streets, etc.

35. GENERAL GUARANTY

Neither the final payment nor any partial payment, nor partial or entire use of the premises by occupancy by the County shall constitute an acceptance of the work not completed in accordance with the Contract. Final Payment or partial payment or partial or entire use of the premises by occupancy shall not relieve the Contractor of liability with respect to any warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defect in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period is specified elsewhere in these specifications. The County shall notify the Contractor of observed defects with reasonable promptness.

36. MATERIALS SUBMITTALS AND SUBSTITUTIONS

Materials and substitutions shall be governed by the relevant sections elsewhere in these documents. If not specified, the following shall govern.

A. Specific reference to materials, appliances, fixtures and equipment by trade name is intended to be used as standard, but this implies no right on the part of the Contractor to use other materials, fixtures, appliances, equipment, until reviewed by the County.

B. The County alone shall determine what will be considered as equal, but the burden of proof as to quality, utility and function, etc. shall be upon the Contractor.

If the Contractor desires to substitute any item, he shall in writing state the cost of such item and the original item named in the specifications if requested and shall submit a substitution warranty in the format shown in the specifications.

C. As soon as practicable and within twenty (20) days after official award of Contract and before any fixtures, materials or equipment are purchased, the Contractor shall submit to the County a complete list of materials, fixtures and equipment giving the manufacturers' names, catalog numbers, etc., and, when requested, the original and substitute item of each article which he proposes to install as a substitution.

D. Requests for substitution will not be considered after the above period of time unless the item specified is not obtainable or, in the opinion of the County, such substitution would serve the County's interest.

37. CONSTRUCTION, MATERIAL AND LABOR COST SCHEDULES

A. The successful Contractor shall submit the following schedules to the County within ten (10) days after commencing the work:

1. A construction schedule indicating the start and finish of each phase of the work.
2. A detailed statement of the cost of material and labor included in the original estimate for each phase of the work so arranged that the value of the work as it progresses may be readily determined.

38. CONFERENCES

At any time during the progress of the work, the County may request the Contractor to attend a conference of any or all of the Contractors engaged on the work, and any notice of such conference shall be duly observed and complied with by the Contractor.

39. INSPECTION AND PAYMENTS - NOT ACCEPTABLE

The fact that the work and materials have been inspected by the County of Mendocino and payments on account have been made does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one (1) year from the date of the completion of the work by the Contractor and its acceptance by the County. [Five (5) years for roof.]

40. RETURN OF DRAWINGS AND SPECIFICATIONS

All plans and specifications shall be returned to the Office of the County Director of General Services or shall be accounted for by the Contractor before the final certificate will be issued.

41. ARRANGEMENT OF SPECIFICATION SECTION

A. For convenience, these specifications are arranged in several sections, but such separation shall not be considered as limiting any work required to a particular trade. The Contractor shall in cooperation with other contractors establish responsibility for any work required by the plans and specifications which may be improperly arranged or not included in the appropriate section.

B. In areas where one trade meets another for joining, the Contractor is responsible to be certain that all work shown is included in his bid.

42. QUALITY OF MATERIALS AND LABOR

All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All labor used on this Contract shall be competent and skilled for the work. All work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner.

All material and labor not meeting these standards shall be removed. The County may refuse to issue any certificate of payment until all defective materials or work have been removed, and other material of proper quality substituted therefor.

43. INCOMPETENT WORKERS

If at any time any foreman or worker who shall be employed by the Contractor shall be declared by the County to be incompetent or unfaithful in executing the work, the Contractor, on receiving written notice, shall forthwith initiate appropriate action to dismiss such person from the work.

44. COUNTY TO DECIDE

All matters of color, texture, design, interpretation of plans and specifications shall be referred by the Contractor to County, whose decision thereon shall be final.

45. CODES

All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the Safety Orders of the Division of Industrial Safety; the California Electric Code; the California Building Code; California Mechanical Code; the California Fire and Plumbing Codes; OSHA and other applicable State and local codes and laws. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.

46. PAYMENT OF FEDERAL, STATE OR LOCAL TAXES

Any Federal, State or Local tax payable on articles furnished by the Contractor under the Contract shall be included in the Contract price and paid by the Contractor.

47. LIMITATIONS OF HOURS OF WORK

Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty $25.00 for each worker employed in the execution of the Contract by the Contractor for each calendar day which such worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, and in particular Sections 1810 and 1816. Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during anyone (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 & 1/2) times the basic rate of pay, as provided in Section 1815.]

48. PAYMENT OF NOT LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES

A. The Contractor shall pay his workers on all work included in this Contract not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality. Such per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the State Director of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of worker needed to execute this Contract.

B. The Contractor shall comply with Labor Code Section 1775. In accordance with Section 1775, the Contractor shall forfeit as a penalty twenty-five dollars ($25.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the Contract in violation of the provisions of the Labor Code in particular Labor Code Sections 1770 and 1780. In addition to said penalty, and pursuant to Section 1775, the difference between such stipulated 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 stipulated prevailing wage rate shall be paid to each worker by the Contractor.

49. LABOR CODE CLARIFICATION

It is to be understood that references to the California Labor Code shall mean the current Code or as may be amended during the period of the Contract.

50. NOTIFICATION OF READINESS FOR REQUIRED TESTS AND INSPECTIONS

The Contractor shall be responsible to notify all inspectors, testing agencies, and County representatives a minimum of seventy-two (72) hours before required tests and/or inspections.

51. RESPONSIBILITY FOR PROJECT SAFETY AND CONSTRUCTION TECHNIQUES

Specifically omitted from the services of the County are all design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work.

Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and bracing.

52. RECORD DRAWINGS

A. The Contractor shall furnish one complete set of clean "Record" drawings to the County prior to project acceptance, showing clearly any changes made during construction. Record drawings shall be in accordance with Section 017839 Project Record Documents.

B. In addition to any changes, all mechanical, electrical and plumbing items concealed in the building and underground, actually installed and routed. Depth below surface to top of underground item shall be indicated.

C. All underground items shall be dimensioned from permanent reference points in a manner that they can be easily found in the field at a later time.

D. Each sheet of the "Record" drawings shall be identified with the following label to be signed by the Contractor:

These are record drawings which have been
prepared or supervised by the undersigned.

_____

Contractor Date

E. The Contractor is solely responsible for the preparation, completeness, and accuracy of the "Record" drawings. The County and its representatives are not responsible to review the "Record" drawings.

53. OCCUPANCY OR USE BEFORE ACCEPTANCE OF COMPLETION

The County may occupy any building or portion thereof or use any improvement contemplated by the Contract prior to the completion of the entire work. A list of work to be completed and corrected by the Contractor, if any, shall be prepared and agreed to between the County and the Contractor before occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the work but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement of equipment so used, provided, however, that such occupancy shall not start the guaranty-warranty period as to items appearing on the list of work to be completed and corrected. No such occupancy or use shall be deemed to have occurred unless and until the County has given the Contractor formal written notice of intention to so occupy or use, specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used.

54. COMPLIANCE WITH HANDICAPPED ACCESS LAWS

A. It is the County's intent for all features on these plans and specifications to conform to applicable regulations for the accommodations of physically handicapped persons in buildings and facilities used by the public, whether or not said plans and specifications so conform.

B. It shall be the responsibility of the manufacturers, suppliers and distributors to ensure that all manufactured and fabricated products, devices and items they supply for this project conform to applicable regulations of Title 24 of the California Code of Regulations.

C. When shop drawings and/or manufacturers' product literature, and other matters subject to handicapped regulations are submitted to County, the following shall be provided:

1. Statement that the item shown complies with the handicapped regulations of Title 24 of the California Code of Regulations.

2. Show all required dimensions, heights, clearances, and locations that must be followed when items are installed on project.

55. CONTRACT AMBIGUITY

This Contract shall be deemed to have been prepared jointly by the parties signing the Contract and if any inconsistencies or ambiguities exist, they shall not be interpreted or construed against any of the parties as the drafter.

56. FAIR EMPLOYMENT PRACTICES/NONDISCRIMINATION

The Contractor shall comply with Federal and State Fair Employment Practices provisions.

The Contractor, in connection with performance of work under this agreement, agrees to comply with the rules and regulations which deal with or relate to nondiscrimination set forth as follows:

A. During the performance of this Contract, the Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. The Contractor shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, sections 12900 *et seq.*), the regulations promulgated thereunder (2 Cal. Code of Regulations sections 7285.0 *et seq.*), and Government Code Sections 11135 - 11139.5).

C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to view such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

E. The Contractor shall include the above nondiscrimination and compliance provisions in above subparagraphs A and B in all subcontracts to perform work under the Contract.

END OF SECTION

SECTION 008010 - SUPPLEMENTARY GENERAL CONDITIONS

PART 1 – GENERAL

The General Conditions (hereinafter referred to as "General Conditions") shall apply to all of the work of this contract, except to the extent that they are amended or modified by these Supplementary Conditions.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

1.1 The Coastal Development Use Permit U_2025-0002 and CEQA Notice of Determination SCH # 2024120844 for this project are incorporated herein by this reference. Copies of both documents and additional information can be found at: https://ceqanet.opr.ca.gov/2024120844/3 for the CEQA Documents and https://www.mendocinocounty.gov/departments/planning-building-services/boards-and-commissions/public-hearing-bodies/planning-commission for the Coastal Development Permit Documents.

1.2 The resolution approving Coastal Development Use Permit U_2025-0002 and the California Environmental Quality Act (CEQA) – Initial Study – Mitigated Negative Declaration adopted for it is attached at the end of this Section 008010. The resolution and its attachments include specific conditions of approval required for the development project and specific mitigation measures that must be adhered to during the development and construction of the project. Selected specific requirements of this permit along with some of the general obligations included in the mitigation measures are noted below clarifying responsible parties, however compliance with all Conditions of Approval and Mitigation Measures is required for project acceptance. The contractor shall become familiar with all conditions of approval and mitigation measures in the resolution and its attachments, provide access and cooperate with the biologists and other County representatives involved in compliance activities, and conduct the work in a manner that avoids violation of said permit.

1.3 CONDITIONS OF APPROVAL AND MITIGATION MEASURES OF NOTE

A. This permit shall be subject to revocation or modification upon a finding of any one or more of the following: One or more of the conditions upon which the permit was granted have been violated.

B. **BIO-1: Special-Status Plants. The County will perform early season floristic plant surveys according to current USFWS, CDFW, and CNPS protocols prior to construction to identify any additional special-status plants. Surveys shall be conducted throughout all suitable habitat within the Project footprint and a 50- foot buffer to address potential direct and indirect impacts of the Project. Surveys shall be conducted by a qualified biologist and timed according to the appropriate phenological stage for identifying target species. Known reference populations shall be visited and/or local herbaria records shall be reviewed, if available, prior to surveys to confirm the phenological stage of the target species.

To protect swamp harebell, coast lily, and other rare or endangered plants identified within 50 feet of the Project impact area, the Contractor shall implement the following

measures:

- ∞ If avoidance is feasible, establish and clearly demarcate avoidance zones for rare or endangered plant occurrences prior to construction and maintain until the completion of construction. Avoidance zones shall include the extent of the plant occurrences plus a 50-foot buffer, unless otherwise determined by a qualified biologist. No ground- or vegetation-disturbing activities shall occur within avoidance zones unless work is monitored by a qualified biologist/biological monitor to ensure the plants are not impacted by the work.

- ∞ If avoidance of rare or endangered plants is not feasible, mitigation measures shall be developed in consultation with the CDFW and/or the USFWS. Mitigation measures may include restoration or permanent preservation of an equivalent acreage of onsite or offsite habitat for the impacted species and/or translocation of plants or seeds from impacted areas to unaffected habitats.

- ∞ During construction, the Contractor will develop and implement a plan to ensure that clothing, vehicles, and equipment (including shoes, equipment undercarriage and tires/tracks) are cleaned prior to entering the Project Area, and materials used for the Project, such as fill dirt or erosion control materials, are from weed-free locations or certified weed free to avoid the introduction and spread of non-native invasive plant species.

- ∞ Areas containing special-status plants shall be protected by the Contractor during Project operations by installation of constructed (e.g., fencing) permanent barriers, and/or installation of appropriate signs alerting the public that foot traffic is prohibited in the sensitive habitat.

- ∞ Landscape maintenance activities including mowing or application of herbicides shall be prohibited in the area of the special-status plant occurrences or shall be conducted under the supervision of a qualified biologist.

C **BIO-3: Special-Status Amphibians and Reptiles. A qualified biologist employed by the County shall perform a preconstruction survey within 24 hours prior to the initiation of construction to confirm the site is clear of California giant salamander, California Red legged Frog (CRLF), and Northwest Pond Turtle (NWPT), and shall be on-site during initial vegetation removal and ground-disturbance to monitor special-status amphibians and reptiles. Should California giant salamander be detected, a CDFW-approved biologist shall relocate individuals to suitable nearby habitat that won't be disturbed by Project construction. If CRLF or NWPT are discovered onsite, they may be allowed to leave the area of their own volition but may not be moved or herded from the area. In the event that CRLF or NWPT is observed, work shall stop and applicant shall contact the USFWS for technical guidance regarding ESA consultation requirements and appropriate avoidance and minimization measures.

- ∞ If feasible, construction activities will occur during the non-breeding season for CRLF (June – October).

- ∞ A USFWS approved biologist employed by the County shall conduct training session(s) for all construction and park personnel involved in construction of the Proposed Project. At a minimum, the training shall include a description of California giant salamander, CRLF and NWPT, their habitats, the status of the species, the general measures being implemented to conserve the species as they relate to the Project, and the physical boundaries within which the Project may be accomplished. The training session will include instruction in the

appropriate protocol to follow in the event that one of these species is observed on site. Informational handouts with species photos will be provided to. construction personnel. Stumps, rocks, logs, or other habitat features moved during the Proposed Project construction will be done so very carefully, under the observance of the approved biologist(s) and will be replaced in adjacent suitable habitat or stored for re-use in the revegetation phase.

D **BIO-4: Nesting Bird Surveys. The County shall conduct a preconstruction nesting bird survey within 14 days prior to the commencement of Project-related activities during the active nesting season (February 1 through September 15), including tree/shrub removal, to identify active nests that could be impacted by construction. The preconstruction nesting bird survey shall include accessible areas within 100 feet of proposed construction areas. If active nests are found, a no-disturbance buffer shall be established around the nest by a qualified biologist, in consultation with the USFWS and/or the CDFW. The buffer shall be maintained until the nestlings fledge or the nest is otherwise no longer occupied, to be determined by a qualified biologist. No further measures are necessary once the young are independent of the nest.

E **BIO-6: Wetlands. To avoid and minimize significant impacts to aquatic resources, the following mitigation measures are recommended:

- ∞ Aquatic resources located within 50 feet of the Project footprint shall be clearly demarcated with orange construction fencing or other visible barrier, and no Project-related activities shall be permitted within the delineated area.

- ∞ To minimize potential indirect effects, the applicant shall prepare and implement an Erosion and Sediment Control Plan to avoid and minimize erosion and runoff to wetlands and other waters that are to remain within or adjacent to the Project Area.

- ∞ If the Project will disturb at least 1 acre of land, the Project applicant shall obtain coverage under the General Construction Storm Water Permit from the RWQCB by preparing an SWPPP and implementing best management practices to reduce water quality effects during construction.

- ∞ If alteration of the bed, channel, or bank of an ephemeral drainage or the onsite pond is proposed, or if the Project will impact associated aquatic or riparian vegetation, the applicant shall notify the CDFW of the Proposed Project activities and obtain a Lake or Streambed Alteration Agreement prior to Project implementation.

- ∞ A Coastal Development Permit would be required for any activity impacting wetlands subject to the jurisdiction of the California Coastal Commission (CCC). Various alternatives exist for mitigating the adverse effects of wetland development projects on CCC wetlands including in-kind compensatory wetland mitigation (i.e., creation, restoration, or enhancement of wetland habitat) and out-of-kind mitigation where impacts to one habitat type are mitigated through the creation, restoration, or enhancement of another habitat type. Mitigation for impacts to CCC wetlands will be vetted through the Coastal Development Permit process.

F **CUL-1: Unanticipated Discoveries. If subsurface deposits believed to be cultural or human in origin are discovered during construction, the Project shall adhere to the Mendocino County Archaeological Ordinance, Chapter 22.12. This ordinance dictates

that all work must halt within a 100-foot radius of the discovery and the contractors shall make notification of the discovery to the Director of Planning and Building Services (Director). A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology, shall be retained by the County to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find:

- ∞ If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately and no agency notifications are required.

- ∞ If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, the archaeologist shall immediately notify the lead agencies who shall consult on the appropriate responses.

- ∞ It shall be unlawful, prohibited, and a misdemeanor for any person knowingly to disturb, or cause to be disturbed, in any fashion whatsoever, or to excavate, or cause to be excavated, to any extent whatsoever, an archaeological site without complying with the provisions of this section.

- ∞ It shall be unlawful, prohibited and a misdemeanor for any person knowingly to disturb, or cause to be disturbed, in any fashion whatsoever, or to excavate, or cause to be excavated, to any extent whatsoever, any archaeological site (1) in violation of any order to cease and desist issued pursuant to this section; or (2) during the seventy-two (72) hour period commencing from the time of the required notification of discovery.

G **GEO-1: Unanticipated Discovery of Paleontological Resources. If paleontological or other geologically sensitive resources are identified during any phase of project development, the construction manager shall cease operation at the site of the discovery and immediately notify the County. Mendocino County shall retain a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level. In considering any suggested mitigation proposed by the consulting paleontologist, Mendocino County shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, land u se assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the Project Site while mitigation for paleontological resources is carried out.

H The Contractor shall cooperate with the biologists and other consultant and coordinate the completion of the work in accordance with the various requirements noted above. Should the surveys result in requirements that impact areas of work or a temporary work stoppage, the County and Contractor will evaluate the impacts on the work and make adjustments to the contract price and time in accordance with General Conditions paragraph 20 Changes in the Work.

END OF SECTION

Resolution Number _____

County of Mendocino
Ukiah, California

MAY 1, 2025

U_2025-0002 COUNTY OF MENDOCINO

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF MENDOCINO, STATE OF CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (SCH 2024120844) AND GRANTING A COASTAL DEVELOPMENT USE PERMIT FOR THE BOWER PARK RESTORATION AND IMPROVEMENT GRANT PROJECT TO IMPROVE RECREATIONAL FACILITIES AND PROVIDE IMPROVED ACCESSIBILITY TO THESE FEATURES WITHIN THE PARK. THE PROJECT INCLUDES VARIOUS UPGRADES AND REPAIRS TO EXISTING AMENITIES AS WELL AS THE ADDITION OF A FEW NEW AMENITIES.

WHEREAS, the applicant, County of Mendocino, filed an application for Coastal Development Use Permit with the Mendocino County Department of Planning and Building Services for the Bower Park Restoration and Improvement Grant Project to improve recreational facilities and provide improved accessibility to these features within the park. The project includes various upgrades and repairs to existing amenities as well as the addition of a few new amenities. The site of the project is located in the Coastal Zone, approximately 1.75 miles northeast of the Gualala town center, lying on the west side of Old Stage Road (CR 502), approximately 0.75 miles north of its intersection with Pacific Woods Drive (CR 524), at 38100 and 38040 Old Stage Road, Gualala; APNs 144-256-12 and 144-233-12; General Plan Open Space (OS); Zoning Open Space (OS); Supervisorial District 5; (the “Project”); and

WHEREAS, a Mitigated Negative Declaration (SCH 2024120844) was prepared for the Project and noticed and made available for agency and public review from December 18, 2024 to January 16, 2025 in accordance with the California Environmental Quality Act (CEQA) and the State and County CEQA Guidelines; and

WHEREAS, comments were received on the Mitigated Negative Declaration which required revisions to Mitigation Measure BIO-1 consistent with CEQA Guidelines section 15074.1, as well as other minor clarifications and insignificant modifications. Recirculation of the Mitigated Negative Declaration is not required pursuant to CEQA Guidelines sections 15073.5(c)(1) and (4); and

WHEREAS, in accordance with applicable provisions of law, the Planning Commission held a public hearing on May 1, 2025, at which time the Planning Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the Mitigated Negative Declaration (SCH 2024120844) and the Project. All interested persons were given an opportunity to hear and be heard regarding the Mitigated Negative Declaration (SCH 2024120844) and the Project; and

WHEREAS, the Planning Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Planning Commission regarding the Mitigated Negative Declaration (SCH 2024120844) and the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission, based upon the evidence in the record before it, makes the following findings;

1. Pursuant to MCC Section 20.532.095(A)(1), the proposed development to improve recreational facilities and provide improved accessibility to these features within Bower Park including various

upgrades and repairs to existing amenities as well as the addition of a few new amenities is in conformity with the certified local coastal program. The project has been determined to be consistent with the applicable intent of the zoning district and land use classification, does not involve substantial grading, is compliant with ESHA criteria, is not located in a hazard area, is consistent with visual resource requirements, and would not increase the demand of water, septic, or highway capacity; and

2. Pursuant to MCC Section 20.532.095(A)(2), the proposed development to improve recreational facilities and provide improved accessibility to these features within Bower Park including various upgrades and repairs to existing amenities as well as the addition of a few new amenities will be provided with adequate utilities, access roads, drainage, and other necessary facilities. The property is served by existing water service from North Gualala Water Company and by an on-site septic system and is adequate to serve the proposed development. Access to the property is via existing encroachment off Old Stage Road and is adequate to serve the existing and proposed development; and

3. Pursuant to MCC Section 20.532.095(A)(3), the proposed development to improve recreational facilities and provide improved accessibility to these features within Bower Park including various upgrades and repairs to existing amenities as well as the addition of a few new amenities is consistent with the purpose and intent of the Open Space zoning district, as well as the provisions of this Division and preserve the integrity of the zoning district. The purpose of the project is to improve access to Bower Park for the enjoyment and benefit of the community and visitors to the area; and

4. Pursuant to MCC Section 20.532.095(A)(4), the proposed development, will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act. An Initial Study has been prepared which identified potentially significant impacts, which can be reduced to less than significant levels with the incorporation of several mitigation measures. Consistent with CEQA Guidelines section 15074.1, the modification to Mitigation Measure BIO-1 is equivalent or more effective in mitigating potential impacts to rare plant resources and will not create a significant impact on the environment as the modification ensures that any protective barriers installed will not suppress or out-compete the rare plants. The remaining protective barrier requirements in BIO-1 provide for more effective mitigation of potential impacts to rare plant resources. Mitigation measures BIO-1 (as revised) through BIO-6, CUL-1 and GEO-1, ensure that all potentially significant impacts will be reduced to less than significant levels; and

5. Pursuant to MCC Section 20.532.095(A)(5), the proposed development to improve recreational facilities and provide improved accessibility to these features within Bower Park including various upgrades and repairs to existing amenities as well as the addition of a few new amenities will not have any adverse impacts on any known archaeological or paleontological resource. A Cultural Resources Inventory Report for the Bower Park Restoration Project was prepared by ECORP Consulting, Inc. in August 2024. The Report did not identify any archaeological or architectural historic resources on the property. The Report also identified that no cultural resources were present and that the likelihood of encountering undiscovered, intact, and *in-situ* pre-contact cultural resources is considered low given the projects location. With the implementation of mitigation measures CUL-1 and GEO-1, as outlined in the Initial Study/Mitigated Negative Declaration, impacts are less than significant; and

6. Pursuant to MCC Section 20.532.095(A)(6), other public services, including but not limited to, solid waste and public roadway capacity have been considered and are adequate to serve the proposed development to improve recreational facilities and provide improved accessibility to these features within Bower Park including various upgrades and repairs to existing amenities as well as the addition of a few new amenities. The project is not expected to generate any additional solid waste beyond what already exists from the site. The site will still remain a public park and the proposed improvements will not increase the average number of visitors per day significantly at the project location. Therefore, no impacts on public roadway capacity would occur.

7. Pursuant to MCC Section 20.532.100(A)(1), the ESHA resources identified on the property will not be

significantly degraded by the proposed development. There is no feasible less environmentally damaging alternative as the site is already the location of a public park that has highly disturbed ESHA due to the public use of the property. All feasible mitigation measures capable of reducing or eliminating project related impacts are recommended for adoption. Mitigation measures BIO-1 through BIO-6, CUL-1 and GEO-1, ensure that all potentially significant impacts will be reduced to less than significant levels.

BE IT FURTHER RESOLVED that the Planning Commission hereby adopts the Mitigated Negative Declaration (SCH 2024120844) and the Mitigation Monitoring and Reporting Program set forth in Exhibit "B", attached hereto. The Planning Commission certifies that the Mitigated Negative Declaration (SCH 2024120844) has been completed, reviewed, and considered, together with the comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and finds that the Mitigated Negative Declaration (SCH 2024120844) reflects the independent judgment and analysis of the Planning Commission.

BE IT FURTHER RESOLVED that the Planning Commission hereby grants the requested Coastal Development Use Permit, subject to the Conditions of Approval in Exhibit "A" and Mitigation Monitoring and Reporting Program in Exhibit "B", attached hereto.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary as the custodian of the document and other material which constitutes the record of proceedings upon which the Planning Commission decision herein is based. These documents may be found at the office of the County of Mendocino Planning and Building Services, 860 North Bush Street, Ukiah, CA 95482.

BE IT FURTHER RESOLVED that the Planning Commission's action shall be final on the 11th day after the date of the Resolution unless an appeal is filed pursuant to Section 20.544.015 of the Mendocino County Code. The permit shall become effective after the ten working day appeal period to the Coastal Commission has expired and no appeal has been filed with the Coastal Commission.

I hereby certify that according to the Provisions of Government Code Section 25103 delivery of this document has been made.

ATTEST: JOCELYN GONZALEZ-THIES
Secretary to the Planning Commission

By:_____

BY: JULIA KROG
Director

ELORA BABBINI, Chair
Mendocino County Planning Commission

EXHIBIT A

CONDITIONS OF APPROVAL AND MITIGATION MEASURES

MAY 1, 2025

U_2025-0002 – COUNTY OF MENDOCINO

Coastal Development Use Permit for the Bower Park Restoration and Improvement Grant Project to improve recreational facilities and provide improved accessibility to these features within the park. The project includes various upgrades and repairs to existing amenities as well as the addition of a few new amenities.

APPROVED PROJECT DESCRIPTION: Coastal Development Use Permit for the Bower Park Restoration and Improvement Grant Project to improve recreational facilities and provide improved accessibility to these features within the park. The project includes various upgrades and repairs to existing amenities as well as the addition of a few new amenities. Upgrades to existing amenities include expanded and newly paved parking facilities, fence replacement, boardwalk replacement, renovation of picnic areas, repair and renovation of existing structures, expanded basketball court, and walking paths. New amenities include outdoor fitness equipment, pond viewing area, new picnic areas, dog park area, security lighting, and new water and electricity infrastructure.

CONDITIONS OF APPROVAL AND MITIGATION MEASURES (as indicated by ""):**

1. This action shall become final on the 11th day following the decision unless an appeal is filed pursuant to Section 20.544.015 of the Mendocino County Code. The permit shall become effective after the ten (10) working day appeal period to the Coastal Commission has expired and no appeal has been filed with the Coastal Commission. The permit shall expire and become null and void at the expiration of two years after the effective date except where construction and/or use of the property in reliance on such permit has been initiated prior to its expiration. Such permit vesting shall include approved permits associated with this project (i.e. building permits, septic permits, well permits, etc.) and physical construction in reliance of such permits, or a business license demonstrating establishment of a use proposed under this project.

2. The use and occupancy of the premises shall be established and maintained in conformance with the provisions of Division II of Title 20 of the Mendocino County Code.

3. To remain valid, progress towards completion of the project must be continuous. The Applicants have sole responsibility for renewing this application before the expiration date. The County will not provide a notice prior to the expiration date.

4. The application, along with supplemental exhibits and related material, shall be considered elements of this permit, and that compliance therewith is mandatory, unless an amendment has been approved by the Planning Commission.

5. This permit shall be subject to the securing of all necessary permits for the proposed development from County, State and Federal agencies having jurisdiction.

6. This permit shall be subject to revocation or modification upon a finding of any one or more of the following:

    a. The permit was obtained or extended by fraud.

    b. One or more of the conditions upon which the permit was granted have been violated.

c. The use for which the permit was granted is conducted so as to be detrimental to the public health, welfare or safety, or to be a nuisance.

d. A final judgment of a court of competent jurisdiction has declared one or more conditions to be void or ineffective or has enjoined or otherwise prohibited the enforcement or operation of one or more such conditions.

7. This permit is issued without a legal determination having been made upon the number, size or shape of parcels encompassed within the permit described boundaries. Should, at any time, a legal determination be made that the number, size or shape of parcels within the permit described boundaries are different than that which is legally required by this permit, this permit shall become null and void.

8. This entitlement does not become effective or operative and no work shall be commenced under this entitlement until the California Department of Fish and Wildlife filing fees required or authorized by Section 711.4 of the Fish and Game Code are submitted to the Mendocino County Department of Planning and Building Services. Said fee of $3,018.75 shall be made payable to the Mendocino County Clerk and submitted to the Department of Planning and Building Services within 5 working days of the approval of the project. Any waiver of the fee shall be on a form issued by the Department of Fish and Wildlife upon their finding that the project has "no effect" on the environment. If the project is appealed, the payment will be held by the Department of Planning and Building Services until the appeal is decided. Depending on the outcome of the appeal, the payment will either be filed with the County Clerk (if the project is approved) or returned to the payer (if the project is denied). Failure to pay this fee by the specified deadline shall result in the entitlement becoming null and void. **The applicant has the sole responsibility to ensure timely compliance with this condition.**

9. **BIO-1: Special-Status Plants. Perform early season floristic plant surveys according to current USFWS, CDFW, and CNPS protocols prior to construction to identify any additional special-status plants. Surveys shall be conducted throughout all suitable habitat within the Project footprint and a 50-foot buffer to address potential direct and indirect impacts of the Project. Surveys shall be conducted by a qualified biologist and timed according to the appropriate phenological stage for identifying target species. Known reference populations shall be visited and/or local herbaria records shall be reviewed, if available, prior to surveys to confirm the phenological stage of the target species.

   To protect swamp harebell, coast lily, and other rare or endangered plants identified within 50 feet of the Project impact area, implement the following measures:

   - If avoidance is feasible, establish and clearly demarcate avoidance zones for rare or endangered plant occurrences prior to construction and maintain until the completion of construction. Avoidance zones shall include the extent of the plant occurrences plus a 50-foot buffer, unless otherwise determined by a qualified biologist. No ground- or vegetation-disturbing activities shall occur within avoidance zones unless work is monitored by a qualified biologist/biological monitor to ensure the plants are not impacted by the work.
   - If avoidance of rare or endangered plants is not feasible, mitigation measures shall be developed in consultation with the CDFW and/or the USFWS. Mitigation measures may include restoration or permanent preservation of an equivalent acreage of onsite or offsite habitat for the impacted species and/or translocation of plants or seeds from impacted areas to unaffected habitats.
   - Prior to issuance of any building permits in reliance of this Coastal Development Permit, an active management plan shall be developed for the Bishop pine forest in order to provide for the long term health of the forest habitat. The active management plan shall be prepared by a qualified ecologist and may include things such as: invasive species removal; an understory management regimen to facilitate the growth of new recruits; and identification, removal, and prevention of pathogens killing Bishop pine trees and other native flora.
   - During construction, clothing, vehicles, and equipment (including shoes, equipment undercarriage and tires/tracks) should be cleaned prior to entering the Project Area, and materials used for the

Project, such as fill dirt or erosion control materials, should be from weed-free locations or certified weed free to avoid the introduction and spread of non-native invasive plant species.

- Areas containing special-status plants shall be protected during Project operations by installation of constructed (e.g., fencing) permanent barriers, and/or installation of appropriate signs alerting the public that foot traffic is prohibited in the sensitive habitat.
- Landscape maintenance activities including mowing or application of herbicides shall be prohibited in the area of the special-status plant occurrences or shall be conducted under the supervision of a qualified biologist.

10. **BIO-2: Special-Status Invertebrates. If tree removal would occur during the winter months (November through February) when there is potential for Monarchs to be utilizing roost trees within the BSA, a survey shall be conducted to ensure no monarchs are utilizing the tree. If monarchs are observed, tree removal shall not occur until the end of the winter season and all monarchs have moved from the tree.

11. **BIO-3: Special-Status Amphibians and Reptiles. A qualified biologist shall perform a preconstruction survey within 24 hours prior to the initiation of construction to confirm the site is clear of California giant salamander, CRLF, and NWPT, and shall be on-site during initial vegetation removal and ground-disturbance to monitor special-status amphibians and reptiles. Should California giant salamander be detected, a CDFW-approved biologist shall relocate individuals to suitable nearby habitat that won't be disturbed by Project construction. If CRLF or NWPT are discovered onsite, they may be allowed to leave the area of their own volition but may not be moved or herded from the area. In the event that CRLF or NWPT is observed, work shall stop and applicant shall contact the USFWS for technical guidance regarding ESA consultation requirements and appropriate avoidance and minimization measures.

    - If feasible, construction activities will occur during the non-breeding season for CRLF (June – October).
    - A USFWS approved biologist(s) shall conduct training session(s) for all construction and park personnel involved in construction of the Proposed Project. At a minimum, the training shall include a description of California giant salamander, CRLF and NWPT, their habitats, the status of the species, the general measures being implemented to conserve the species as they relate to the Project, and the physical boundaries within which the Project may be accomplished. The training session will include instruction in the appropriate protocol to follow in the event that one of these species is observed on site. Informational handouts with species photos will be provided to. construction personnel.
    - Stumps, rocks, logs, or other habitat features moved during the Proposed Project construction will be done so very carefully, under the observance of the approved biologist(s) and will be replaced in adjacent suitable habitat or stored for re-use in the revegetation phase.

12. **BIO-4: Nesting Bird Surveys. A preconstruction nesting bird survey shall be conducted within 14 days prior to the commencement of Project-related activities during the active nesting season (February 1 through September 15), including tree/shrub removal, to identify active nests that could be impacted by construction. The preconstruction nesting bird survey shall include accessible areas within 100 feet of proposed construction areas. If active nests are found, a no-disturbance buffer shall be established around the nest by a qualified biologist, in consultation with the USFWS and/or the CDFW. The buffer shall be maintained until the nestlings fledge or the nest is otherwise no longer occupied, to be determined by a qualified biologist. No further measures are necessary once the young are independent of the nest.

13. **BIO-5: Special-Status Bats. To avoid and minimize significant impacts to special-status bats or roosting colonies, the following mitigation measures are recommended:

- If trees within the Project Area need to be removed, a qualified bat biologist shall conduct a bat habitat assessment to determine if potential roosting habitat is present.
- If suitable habitat features, roosting bats, bat sign, or evidence of previous occupation by bats is found during the bat habitat assessment, an acoustic and/or emergence survey will be conducted to determine if bats are actively using the tree. If no sign of bat use is found, no further measures are necessary. If bats are found roosting in trees that cannot be avoided, the trees will be protected until the end of the maternity roosting season (April 15 to September 1). Trees with roosting bats may be removed during the bat active period outside of maternity season and prior to or after the hibernation season (October 16 to February 28) following the two-step tree removal process under the direction of a qualified bat biologist.
- As much as feasible, vegetation and trees within the area that are not suitable for roosting bats will be removed first to provide a disturbance that might reduce the likelihood of bats using the habitat.
- Two-step tree removal will occur over two consecutive days under the supervision of a qualified bat biologist. On Day 1, small branches and small limbs containing no cavity, crevice, or exfoliating bark habitat on habitat trees, as identified by a qualified bat biologist, shall be removed first using chainsaws only (i.e., no dozers, backhoes). The following day (Day 2), the remainder of the tree is to be felled/removed.

14. **BIO-6: Wetlands. To avoid and minimize significant impacts to aquatic resources, the following mitigation measures are recommended:
    - Aquatic resources located within 50 feet of the Project footprint shall be clearly demarcated with orange construction fencing or other visible barrier, and no Project-related activities shall be permitted within the delineated area.
    - To minimize potential indirect effects, the applicant shall prepare and implement an Erosion and Sediment Control Plan to avoid and minimize erosion and runoff to wetlands and other waters that are to remain within or adjacent to the Project Area.
    - If the Project will disturb at least 1 acre of land, the Project applicant shall obtain coverage under the General Construction Storm Water Permit from the RWQCB by preparing an SWPPP and implementing best management practices to reduce water quality effects during construction.
    - Authorization under the Section 404 of the federal Clean Water Act must be obtained from the U.S. Army Corps of Engineers (USACE) prior to discharging any dredged or fill materials into any features determined to be Waters of the U.S. Mitigation measures will be developed as part of the Section 404 Permit process to ensure no net loss of wetland function and values. Mitigation for permanent impacts to Waters of the U.S. is typically required at a minimum 1:1 ratio; however, final mitigation requirements will be developed in consultation with the USACE.
    - If temporary impacts to Waters of the U.S. or State will occur, the applicant shall prepare a site restoration plan describing the methods that will be used to restore impacted aquatic features to pre-Project conditions. The restoration plan will include, at a minimum, the proposed methods for stabilizing and revegetating the site, any maintenance requirements (e.g., watering and invasive species control), the expected timeframe for restoration.
    - If discharges will occur to Waters of the U.S., Section 401 Water Quality Certification must be obtained from the RWQCB before a 404 Permit can be issued. An application for a 401 Water Quality Certification will be prepared and submitted to the RWQCB in accordance with the State Water Resources Control Board's *State Wetland Definition and Procedures for the Discharge of Dredged or Fill Material to Waters of the State* (April 2021).
    - If discharges to Waters of the State will occur, the applicant shall obtain waste discharge requirements or a waiver of waste discharge requirements from the RWQCB as required pursuant to the Porter-Cologne Water Quality Control Act.
    - If alteration of the bed, channel, or bank of an ephemeral drainage or the onsite pond is proposed, or if the Project will impact associated aquatic or riparian vegetation, the applicant shall

notify the CDFW of the Proposed Project activities and obtain a Lake or Streambed Alteration Agreement prior to Project implementation.

- A Coastal Development Permit would be required for any activity impacting wetlands subject to the jurisdiction of the CCC. Various alternatives exist for mitigating the adverse effects of wetland development projects on CCC wetlands including in-kind compensatory wetland mitigation (i.e., creation, restoration, or enhancement of wetland habitat) and out-of-kind mitigation where impacts to one habitat type are mitigated through the creation, restoration, or enhancement of another habitat type. Mitigation for impacts to CCC wetlands will be vetted through the Coastal Development Permit process.

15. **CUL-1: Unanticipated Discoveries. If subsurface deposits believed to be cultural or human in origin are discovered during construction, the Project shall adhere to the Mendocino County Archaeological Ordinance, Chapter 22.12. This ordinance dictates that all work must halt within a 100 foot radius of the discovery and the contractors shall make notification of the discovery to the Director of Planning and Building Services (Director). A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find:

    - If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately and no agency notifications are required.
    - If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, the archaeologist shall immediately notify the lead agencies. The agencies shall consult on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined by CEQA or a historic property under Section 106 NHPA, if applicable. Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the site either: 1) is not a Historical Resource under CEQA or a Historic Property under Section 106; or 2) that the treatment measures have been completed to their satisfaction.
    - If the find includes human remains, or remains that are potentially human, they shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the Mendocino County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California PRC, and AB 2641 will be implemented. If the coroner determines the remains are Native American and not the result of a crime scene, the coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the Project (§ 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (§ 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction:
    - The Director may arrange for an on-site inspection of the area of discovery by one or more of his/her representatives within seventy-two (72) hours of the time of such notification. The Director shall give notice of the time of the on-site inspection to the owner, or other person who made notification of the discovery, who shall be entitled to accompany the Director's representatives at all times on the property in question. The purpose of the inspection shall be to determine whether the site is one of archaeological significance. In the event that such inspection does not take place within such seventy-two (72) hour period and the Director has not, within such time, issued an order to cease and desist for a longer period of time, the excavation and disturbance of the site may resume.

- If the Commission determines that the site of the discovery is one of archaeological significance, it shall, within seventy-two (72) hours of being notified of the discovery, notify the person making the discovery of (1) such determination, (2) the apparent boundaries of the site, and (3) its specific recommendations for the conservation of the site. The Commission may then also issue an order to cease and desist from all further excavation or disturbance of the site for a specific period of time not to exceed thirty (30) days; provided, however, that the period may be extended up to forty-five (45) additional days by minute order of the Board of Supervisors. In issuing such a cease and desist order, the Commission shall take into account both the need for conserving the site and the need for avoiding unnecessary financial hardships to any person engaged in construction work on the site. The cease and desist order shall be subject to whatever conditions the Commission determines will promote the purposes of this Chapter. During the period such cease and desist order is in effect, the site shall be open to physical inspection, photographing, supervised excavation, study and all other reasonable related activities by any person duly authorized by the Commission. The land owner, or the person making the original notification of discovery, shall be kept advised of the times at which any such duly authorized person is on the site and shall be given the opportunity to accompany such person while on the site.
- The Commission may, for the purpose of giving or receiving notifications under this Chapter, designate as its representatives one or more professional archaeologists.
- It shall be unlawful, prohibited, and a misdemeanor for any person knowingly to disturb, or cause to be disturbed, in any fashion whatsoever, or to excavate, or cause to be excavated, to any extent whatsoever, an archaeological site without complying with the provisions of this section.
- It shall be unlawful, prohibited and a misdemeanor for any person knowingly to disturb, or cause to be disturbed, in any fashion whatsoever, or to excavate, or cause to be excavated, to any extent whatsoever, any archaeological site (1) in violation of any order to cease and desist issued pursuant to this section; or (2) during the seventy-two (72) hour period commencing from the time of the required notification of discovery.

16. **GEO-1: Unanticipated Discovery of Paleontological Resources. If paleontological or other geologically sensitive resources are identified during any phase of project development, the construction manager shall cease operation at the site of the discovery and immediately notify the County. Mendocino County shall retain a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level. In considering any suggested mitigation proposed by the consulting paleontologist, Mendocino County shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the Project Site while mitigation for paleontological resources is carried out.

17. Prior to final inspection of any building permits in reliance of this Coastal Development Use Permit, a revegetation plan shall be provided to mitigate impacts to the Bishop Pine alliance. The revegetation plan shall include a palette comprised of the shrub and tree species (in addition to Bishop pine) that comprise the specific Bishop pine alliance's association. The revegetation plan shall be submitted to both the County and CDFW for review and approval.

18. If the applicant installs fencing to protect plant resources, the fencing shall be wildlife-friendly, low in height, and installed as far as possible from the plant populations to provide an adequate buffer.

19. The planting of "relatively impenetrable vegetation" as a protective barrier for rare plant resources is specifically prohibited.

20. The applicant shall obtain an encroachment permit from the Mendocino County Department of Transportation for any work within the County right-of-way.

21. Security lighting shall be downcast and shielded or motion-sensor activated.

EXHIBIT "B"

County of Mendocino- Bower Park Restoration Grant Project Mitigation Monitoring and Reporting Program

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
Biological Resources					
BIO-1: Special-Status Plants. Perform early season floristic plant surveys according to current USFWS, CDFW, and CNPS protocols prior to construction to identify any additional special-status plants. Surveys shall be conducted throughout all suitable habitat within the Project footprint and a 50-foot buffer to address potential direct and indirect impacts of the Project. Surveys shall be conducted by a qualified biologist and timed according to the appropriate phenological stage for identifying target species. Known reference populations shall be visited and/or local herbaria records shall be reviewed, if available, prior to surveys to confirm the phenological stage of the target species. To protect swamp harebell, coast lily, and other rare or endangered plants identified	**Action**: During spring survey window (typically late March-May). **Timing**: Prior to construction.	Construction Manager _____ Initials _____ Date	Construction Manager / County _____ Initials _____ Date		

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
within 50 feet of the Project impact area, implement the following measures: ▪ If avoidance is feasible, establish and clearly demarcate avoidance zones for rare or endangered plant occurrences prior to construction and maintain until the completion of construction. Avoidance zones shall include the extent of the plant occurrences plus a 50-foot buffer, unless otherwise determined by a qualified biologist. No ground- or vegetation-disturbing activities shall occur within avoidance zones unless work is monitored by a qualified biologist/biological monitor to ensure the plants are not impacted by the work. ▪ If avoidance of rare or endangered plants is not feasible, mitigation measures shall be developed in consultation with the CDFW and/or the USFWS. Mitigation measures may include restoration or permanent preservation of an					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
equivalent acreage of onsite or offsite habitat for the impacted species and/or translocation of plants or seeds from impacted areas to unaffected habitats. ▪ Prior to issuance of any building permits in reliance of this Coastal Development Permit, an active management plan shall be developed for the Bishop pine forest in order to provide for the long term health of the forest habitat. The active management plan shall be prepared by a qualified ecologist and may include things such as: invasive species removal; an understory management regimen to facilitate the growth of new recruits; and identification, removal, and prevention of pathogens killing Bishop pine trees and other native flora. ▪ During construction, clothing, vehicles, and equipment (including					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
shoes, equipment undercarriage and tires/tracks) should be cleaned prior to entering the Project Area, and materials used for the Project, such as fill dirt or erosion control materials, should be from weed-free locations or certified weed free to avoid the introduction and spread of non-native invasive plant species. ▪ Areas containing special-status plants shall be protected during Project operations by installation of constructed (e.g., fencing) permanent barriers, and/or installation of appropriate signs alerting the public that foot traffic is prohibited in the sensitive habitat. ▪ Landscape maintenance activities including mowing or application of herbicides shall be prohibited in the area of the special-status plant occurrences or shall be conducted					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
under the supervision of a qualified biologist.					
BIO-2: **Special-Status Invertebrates.** If tree removal would occur during the winter months (November through February) when there is potential for Monarchs to be utilizing roost trees within the BSA, a survey shall be conducted to ensure no monarchs are utilizing the tree. If monarchs are observed, tree removal shall not occur until the end of the winter season and all monarchs have moved from the tree.	**Action**: During winter months (typically November through February). **Timing**: Prior to tree removal during winter months	Construction Manager _____ Initials Date	Construction Manager / County _____ Initials Date		
BIO-3: **Special-Status Amphibians and Reptiles.** A qualified biologist shall perform a preconstruction survey within 24 hours prior to the initiation of construction to confirm the site is clear of California giant salamander, CRLF, and NWPT, and shall be on-site during initial vegetation removal and ground-disturbance to monitor special-status amphibians and reptiles. Should California giant salamander be	**Action**: Preconstruction survey **Timing**: 24 hours prior to the start of construction	Construction Manager/ Biologist _____ Initials Date	Construction Manager / County _____ Initials Date		

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
detected, a CDFW-approved biologist shall relocate individuals to suitable nearby habitat that won't be disturbed by Project construction. If CRLF or NWPT are discovered onsite, they may be allowed to leave the area of their own volition but may not be moved or herded from the area. In the event that CRLF or NWPT is observed, work shall stop and applicant shall contact the USFWS for technical guidance regarding ESA consultation requirements and appropriate avoidance and minimization measures. ▪ If feasible, construction activities will occur during the non-breeding season for CRLF (June – October). ▪ A USFWS approved biologist(s) shall conduct training session(s) for all construction and park personnel involved in construction of the Proposed Project. At a minimum, the training shall include a					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
description of California giant salamander, CRLF and NWPT, their habitats, the status of the species, the general measures being implemented to conserve the species as they relate to the Project, and the physical boundaries within which the Project may be accomplished. The training session will include instruction in the appropriate protocol to follow in the event that one of these species is observed on site. Informational handouts with species photos will be provided to. construction personnel. ▪ Stumps, rocks, logs, or other habitat features moved during the Proposed Project construction will be done so very carefully, under the observance of the approved biologist(s) and will be replaced in adjacent					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
suitable habitat or stored for re-use in the revegetation phase.					
BIO-4: **Nesting Bird Surveys.** A preconstruction nesting bird survey shall be conducted within 14 days prior to the commencement of Project-related activities during the active nesting season (February 1 through September 15), including tree/shrub removal, to identify active nests that could be impacted by construction. The preconstruction nesting bird survey shall include accessible areas within 100 feet of proposed construction areas. If active nests are found, a no-disturbance buffer shall be established around the nest by a qualified biologist, in consultation with the USFWS and/or the CDFW. The buffer shall be maintained until the nestlings fledge or the nest is otherwise no longer occupied, to be determined by a qualified biologist. No	**Action**: Preconstruction nesting bird survey **Timing**: 14 days prior to construction during nesting bird season (typically February 1-September 15)	Construction Manager / Biologist _____ Initials Date	Construction Manager / County _____ Initials Date		

		Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
	further measures are necessary once the young are independent of the nest.					
BIO-5:	**Special-Status Bats.** To avoid and minimize significant impacts to special-status bats or roosting colonies, the following mitigation measures are recommended: ▪ If trees within the Project Area need to be removed, a qualified bat biologist shall conduct a bat habitat assessment to determine if potential roosting habitat is present. ▪ If suitable habitat features, roosting bats, bat sign, or evidence of previous occupation by bats is found during the bat habitat assessment, an acoustic and/or emergence survey will be conducted to determine if bats are actively using the tree. If no sign of bat use is found, no further measures are necessary. If bats are found roosting in	**Action**: Preconstruction bat survey **Timing**: Prior to the start of construction	Construction Manager / Biologist _____ Initials Date	Construction Manager / County _____ Initials Date		

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
trees that cannot be avoided, the trees will be protected until the end of the maternity roosting season (April 15 to September 1). Trees with roosting bats may be removed during the bat active period outside of maternity season and prior to or after the hibernation season (October 16 to February 28) following the two-step tree removal process under the direction of a qualified bat biologist. ▪ As much as feasible, vegetation and trees within the area that are not suitable for roosting bats will be removed first to provide a disturbance that might reduce the likelihood of bats using the habitat. ▪ Two-step tree removal will occur over two consecutive days under the supervision of a qualified bat biologist. On Day 1, small branches and small limbs					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
containing no cavity, crevice, or exfoliating bark habitat on habitat trees, as identified by a qualified bat biologist, shall be removed first using chainsaws only (i.e., no dozers, backhoes). The following day (Day 2), the remainder of the tree is to be felled/removed.					
BIO-6: **Wetlands.** To avoid and minimize significant impacts to aquatic resources, the following mitigation measures are recommended: ▪ Aquatic resources located within 50 feet of the Project footprint shall be clearly demarcated with orange construction fencing or other visible barrier, and no Project-related activities shall be permitted within the delineated area.	**Action**: Wetland fencing **Timing**: Prior to the start of construction	Construction Manager / Biologist _____ Initials Date	Construction Manager / County _____ Initials Date		

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
▪ To minimize potential indirect effects, the applicant shall prepare and implement an Erosion and Sediment Control Plan to avoid and minimize erosion and runoff to wetlands and other waters that are to remain within or adjacent to the Project Area. ▪ If the Project will disturb at least 1 acre of land, the Project applicant shall obtain coverage under the General Construction Storm Water Permit from the RWQCB by preparing an SWPPP and implementing best management practices to reduce water quality effects during construction.					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
▪ Authorization under the Section 404 of the federal Clean Water Act must be obtained from the U.S. Army Corps of Engineers (USACE) prior to discharging any dredged or fill materials into any features determined to be Waters of the U.S. Mitigation measures will be developed as part of the Section 404 Permit process to ensure no net loss of wetland function and values. Mitigation for permanent impacts to Waters of the U.S. is typically required at a minimum 1:1 ratio; however, final mitigation requirements will be developed in consultation with the USACE.					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
▪ If temporary impacts to Waters of the U.S. or State will occur, the applicant shall prepare a site restoration plan describing the methods that will be used to restore impacted aquatic features to pre-Project conditions. The restoration plan will include, at a minimum, the proposed methods for stabilizing and revegetating the site, any maintenance requirements (e.g., watering and invasive species control), the expected timeframe for restoration. ▪ If discharges will occur to Waters of the U.S., Section 401 Water Quality Certification must be obtained from the RWQCB before a 404 Permit can					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
be issued. An application for a 401 Water Quality Certification will be prepared and submitted to the RWQCB in accordance with the State Water Resources Control Board's *State Wetland Definition and Procedures for the Discharge of Dredged or Fill Material to Waters of the State* (April 2021). ▪ If discharges to Waters of the State will occur, the applicant shall obtain waste discharge requirements or a waiver of waste discharge requirements from the RWQCB as required pursuant to the Porter-Cologne Water Quality Control Act.					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
▪ If alteration of the bed, channel, or bank of an ephemeral drainage or the onsite pond is proposed, or if the Project will impact associated aquatic or riparian vegetation, the applicant shall notify the CDFW of the Proposed Project activities and obtain a Lake or Streambed Alteration Agreement prior to Project implementation. A Coastal Development Permit would be required for any activity impacting wetlands subject to the jurisdiction of the CCC. Various alternatives exist for mitigating the adverse effects of wetland development projects on CCC wetlands including in-kind compensatory wetland mitigation (i.e., creation, restoration, or enhancement of wetland habitat) and out-of-kind mitigation where impacts to one					

		Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
	habitat type are mitigated through the creation, restoration, or enhancement of another habitat type. Mitigation for impacts to CCC wetlands will be vetted through the Coastal Development Permit process.					
Cultural Resources						
CUL-1	**Unanticipated Discoveries.** If subsurface deposits believed to be cultural or human in origin are discovered during construction, the Project shall adhere to the Mendocino County Archaeological Ordinance, Chapter 22.12. This ordinance dictates that all work must halt within a 100-foot radius of the discovery and the contractors shall make notification of the discovery to the Director of Planning and Building Services (Director). A qualified professional archaeologist, meeting the Secretary of the Interior's	**Action:** Work halt if subsurface cultural or human deposits are found **Timing:** Ongoing and as needed during construction activities.	Construction Manager/Qualified professional archaeologist if resources are found _____ Initials _____ Date	Construction Manager / City of Piedmont _____ Initials _____ Date		

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
Professional Qualification Standards for prehistoric and historic archaeology, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find: ▪ If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately and no agency notifications are required. ▪ If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, the archaeologist shall immediately notify the					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
lead agencies. The agencies shall consult on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined by CEQA or a historic property under Section 106 NHPA, if applicable. Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the site either: 1) is not a Historical Resource under CEQA or a Historic Property under Section 106; or 2) that the treatment measures have been completed to their satisfaction. ▪ If the find includes human remains, or remains that					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
are potentially human, they shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the Mendocino County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California PRC, and AB 2641 will be implemented. If the coroner determines the remains are Native American and not the result of a crime scene, the coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
Project (§ 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (§ 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction: ▪ The Director may arrange for an on-site inspection of the area of discovery by one or more of his/her representatives within seventy-two (72) hours of the time of such notification. The Director shall give notice of the time of the on-site inspection to the owner, or other person who made notification of the discovery, who shall be					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
entitled to accompany the Director's representatives at all times on the property in question. The purpose of the inspection shall be to determine whether the site is one of archaeological significance. In the event that such inspection does not take place within such seventy-two (72) hour period and the Director has not, within such time, issued an order to cease and desist for a longer period of time, the excavation and disturbance of the site may resume. ▪ If the Commission determines that the site of the discovery is one of archaeological significance, it shall, within seventy-two (72) hours of being notified of the discovery, notify the					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
person making the discovery of (1) such determination, (2) the apparent boundaries of the site, and (3) its specific recommendations for the conservation of the site. The Commission may then also issue an order to cease and desist from all further excavation or disturbance of the site for a specific period of time not to exceed thirty (30) days; provided, however, that the period may be extended up to forty-five (45) additional days by minute order of the Board of Supervisors. In issuing such a cease and desist order, the Commission shall take into account both the need for conserving the site and the need for avoiding					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
unnecessary financial hardships to any person engaged in construction work on the site. The cease and desist order shall be subject to whatever conditions the Commission determines will promote the purposes of this Chapter. During the period such cease and desist order is in effect, the site shall be open to physical inspection, photographing, supervised excavation, study and all other reasonable related activities by any person duly authorized by the Commission. The land owner, or the person making the original notification of discovery, shall be kept advised of the times at which any such duly authorized person is					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
on the site and shall be given the opportunity to accompany such person while on the site. ▪ The Commission may, for the purpose of giving or receiving notifications under this Chapter, designate as its representatives one or more professional archaeologists. ▪ It shall be unlawful, prohibited, and a misdemeanor for any person knowingly to disturb, or cause to be disturbed, in any fashion whatsoever, or to excavate, or cause to be excavated, to any extent whatsoever, an archaeological site without complying with the provisions of this section.					

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
It shall be unlawful, prohibited and a misdemeanor for any person knowingly to disturb, or cause to be disturbed, in any fashion whatsoever, or to excavate, or cause to be excavated, to any extent whatsoever, any archaeological site (1) in violation of any order to cease and desist issued pursuant to this section; or (2) during the seventy-two (72) hour period commencing from the time of the required notification of discovery					
Paleontological Resources					
GEO-1: Unanticipated Discovery of Paleontological Resources. If paleontological or other geologically sensitive resources are identified during any phase of project development, the construction manager shall cease operation at the site of the discovery and immediately notify the County. Mendocino County shall retain a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level. In considering any suggested mitigation proposed by the consulting paleontologist, Mendocino County shall determine whether avoidance is necessary and	**Action:** Notify the County in the event of a discovery. Implement appropriate treatment of found materials. **Timing:** Ongoing and as needed during construction activities.	County/ Construction Manager _____ Initials _____ Date	County _____ Initials _____ Date		

	Implementation Actions and Timing	Implementation Responsibility	Responsibility for Oversight of Compliance/ Verification	Agency Coordination	Comments
feasible in light of factors such as the nature of the find, project design, costs, land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the Project Site while mitigation for paleontological resources is carried out.					

To be signed when all mitigation measures have been completed:

Mendocino County

Signature

Printed Name Date

SECTION 008110 - UNFORESEEN PHYSICAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

This Section includes special requirements for unforeseen hidden conditions, differing site conditions and underground facilities as required for California Public Works Contracts.

1.2 UNFORESEEN SITE CONDITIONS

A. Pursuant to Section 7104 of the California Public Contract Code, if any of the following conditions, hereinafter called hidden conditions, are encountered at the site, then Contractor shall promptly, before such conditions are disturbed and in no event later than three (3) days after discovery, notify County in writing using the "Hidden Conditions Report" attached to this Document:

1. Material that Contractor believes may be hazardous waste material, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or a Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site or in the building differing materially from those represented in the Contract Documents.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents or conditions that could be observed by examination of the site and the Reference Documents.

B. Conditions that are not unforeseen, hidden, unknown or differing site and building conditions include but are not limited to the following.

1. All that is indicated in or reasonably interpreted from the Contract Documents.

2. All that is indicated in or reasonably interpreted from the Reference Documents specified in Section 01010, “Summary of Work”.

3. All that could be seen on site and that could be observed.

4. Conditions that are materially similar or characteristically the same.

5. Conditions where the location of the building component is in proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.

C. County will promptly investigate the conditions reported which appear to be unforeseen conditions.

1. If County determines that the reported conditions are inherent in work of the character provided for in the Contract Documents or observed by examination of the site and Reference Documents, or that the condition is not hidden, unforeseen or materially different, Contractor shall execute the Work at no additional cost to County.

2. If County determines that the conditions are hidden or differing conditions and that they will materially cause a decrease or increase in Contractor's cost of any portion of the work, Contract Modification will be issued for compensation of such portion of the work as provided in the General Conditions.

3. If County determines that the conditions are hidden or differing conditions and that they will materially affect the performance time, Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of the General Conditions.

a. Time extensions or contract costs will not be granted for delays that could be or could have been avoided by Contractor redirecting his forces and equipment to perform other work on the Contract.

D. Should Contractor disagree with County's determination, Contractor shall submit a Request for Change (RFC) to County that the condition is not indicated in or reasonably interpreted from the Contract Documents, and that the condition is not similar in character to the material that could have been observed by examination of the site and Reference Drawings, but that the condition is materially different and the condition is unforeseen and unknown.

1. Contractor shall submit proof with written explanation, drawings, photographs, material and labor cost breakdowns, and other relevant data to show the condition.

2. County will review Contractor's submission and make a determination. Contractor shall not file for claim or RFC before County makes the determination.

3. In the event of continued disagreement, Contractor shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all work to be performed under the Contract.

4. Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of RFC and protests between the contracting parties.

1.3 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

A. In accordance with the provisions of Section 4215 of the California Government Code, County will assume the responsibility for the removal, relocation, or protection of existing main or trunk-line utilities located on the site of the Contract work, if such utilities are not identified in the Contract Documents.

B. Contractor shall immediately notify County and the public utility in writing of such utility facilities it discovers while performing the work which are not identified in the Contract Documents.

1. Contractor shall negotiate with the owner of the utility, who shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.

C. Contractor shall not be assessed liquidated damages for delay in Substantial Completion if the delay was caused by such existing utilities in direct conflict with the work and not shown on the Drawings.

D. Contractor will be compensated under the provisions of Article 7 for extra work involving existing utilities not shown on the Drawings or included in the Specifications but in direct physical conflict with Contractor's operations.

1. This extra work shall include the following costs:

a. Locating, supporting, working around, and protecting or repairing damage not due to the failure of Contractor to exercise reasonable care.

b. Removing and relocating, as directed by County, existing main or trunk line utility facilities located on site but not indicated on the Drawings and Specifications with reasonable accuracy.

c. Equipment on the project necessarily idled during such work.

E. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the existence of such condition:

1. Could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Contract Documents to be conducted by or for Contractor prior to commencing such work, or

2. Could have been inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the work site.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

HIDDEN CONDITIONS REPORT (HCR)

Pre-Trial Release Program Facility HCR No. _____

Submitted By: _____ Date: _____

	Ctr to PM	PM to Arch	Arch to PM	PM to Ctr
Date Sent:	_____	_____	_____	_____
Date Received:	_____	_____	_____	_____

Type of Conditions Reported:

☐ Site Work ☐ Structural ☐ Architectural ☐ HVAC
☐ Plumbing ☐ Fire Protection ☐ Electrical ☐ Other

Location and Reference to Drawing: _____

Conditions Reported: _____

_____

_____

_____

_____

_____

_____

_____

Investigated By: _____ Firm: _____ Date: _____

☐ Check this box if the hidden condition reported is not hidden. Reply with location(s) where the information can be obtained.

Reply of Findings: _____

_____

_____

_____

_____

_____

By:_____ Firm:_____ Date:_____

The reply is a finding from the investigation. No change in the Contract Sum or Time is authorized. See Specifications Document 00811 for the timeliness of investigation.

END OF SECTION

SECTION 008510 - DRAWINGS INDEX

Title: Bower Park Restoration and Improvement Project

By Integra Planning + Landscape Architecture

Issue Date: July 10, 2025 – Issue for Rebid Revision

LANDSCAPE

L0.0	COVER SHEET
L1.0	OVERALL DEMOLITION PLAN
L1.1	DEMOLITION PLAN
L1.2	DEMOLITION PLAN
L1.3	DEMOLITION PLAN
L1.4	DEMOLITION PLAN
L1.5	DEMOLITION PLAN
L2.0	OVERALL SITE PLAN
L2.1	SITE PLAN
L2.2	SITE PLAN
L2.3	SITE PLAN
L2.4	SITE PLAN
L2.5	SITE PLAN
L3.0	OVERALL LAYOUT PLAN
L3.1	LAYOUT PLAN
L3.2	LAYOUT PLAN
L3.3	LAYOUT PLAN
L3.4	LAYOUT PLAN
L3.5	LAYOUT PLAN
L4.0	CONSTRUCTION DETAILING
L4.1	CONSTRUCTION DETAILING
L4.2	CONSTRUCTION DETAILING
L4.3	CONSTRUCTION DETAILING
L4.4	CONSTRUCTION DETAILING
L4.5	CONSTRUCTION DETAILING
L4.6	CONSTRUCTION DETAILING
L4.7	CONSTRUCTION DETAILING
L5.0	MAINLINE IRRIGATION PLAN
L5.1	IRRIGATION PLAN
L5.2	IRRIGATION PLAN
L5.3	IRRIGATION PLAN
L5.4	IRRIGATION PLAN
L5.5	IRRIGATION PLAN
L5.6	IRRIGATION DETAILS
L5.7	IRRIGATION DETAILS

L6.0	TREE PLANTING PLAN
L6.1	PLANTING PLAN
L6.2	PLANTING PLAN
L6.3	PLANTING PLAN
L6.4	PLANTING PLAN
L6.5	PLANTING PLAN
L6.6	PLANTING DETAILS

CIVIL

C0	GENERAL NOTES LEGENDS AND ABBREVIATIONS
C1	GRADING AND UTILITY PLAN
C2	GRADING AND UTILITY PLAN
C3	GRADING AND UTILITY PLAN
C4	GRADING AND UTILITY PLAN
C5	GRADING AND UTILITY PLAN
C6	EROSION AND SEDIMENT CONTROL PLAN
C7	EROSION AND SEDIMENT CONTROL PLAN
C8	CIVIL DETAILS

STRUCTURAL

S1	GENERAL NOTES AND SPECIFICATIONS
S2	TYPICAL CONCRETE DETAILS
S3	BOWER PARK SITE PLAN
S4	BASEBALL FIELD AREA RETROFITS
S5	WEIR RETROFIT
S6	BATHROOM DECK RETROFIT
S7	RETAINING WALL DETAILS

ELECTRICAL

E001	ELECTRICAL LEGEND AND ABBREVIATIONS
E100	ELECTRICAL SITE PLAN
E101	ELECTRICAL SITE PLAN
E102	ELECTRICAL SITE PLAN
E103	ELECTRICAL SITE PLAN
E104	ELECTRICAL SITE PLAN
E501	ELECTRICAL DETAILS
E701	ELECTRICAL SCHEDULES

END OF SECTION

SECTION 010100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. General Conditions and Division 1 - General Requirements apply to the Work of all Sections.

B. Contractor is hereby specifically directed to notify and apprise all subcontractors and other parties engaged in the Work as to the Contents of the General Conditions and Division 1 - General Requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work shall be performed at a Project site located in Mendocino County at 38040 Old Stage Road, Gualala, County of Mendocino.

B. The Work of this Contract comprises major improvements and restoration to Bower Park per the plans and specifications.

Scope of Work shall include but not be limited to:

1. Provide all labor, materials, and equipment for the restoration and improvement project and all related work.

2. The contractor shall provide a proposed work schedule within two (2) weeks of receipt of the fully executed contract and no later than two (2) weeks prior to the proposed start of the work.

3. Work shall be completed no more than one hundred and eighty (180) calendar days after the Notice to Proceed date.

4. Provide all labor, material, and equipment to complete work as depicted in the drawings, as described in the project manual or as necessary for a complete and proper installation. The extent of the work as indicated on the Drawings and as described in the Specifications shall include all that may be reasonably inferred to be required for proper execution or installation of work. Present to the County, at the close of project, signed copies of all required permits indicating successful completion of all permit requirements.

5. Should the General Conditions or Contract Documents contradict themselves, Contractor shall provide the more stringent or higher quality or quantity unless otherwise approved by County. The Drawings shall be recognized as diagrammatic in nature and not completely descriptive of all requirements for construction. Whatever work may be specified, and not drawn, or drawn and not specified, is to be executed as fully as if described in both these ways; and should any workmanship or material be necessary which is not either directly or indirectly noted in these specifications, or shown on the Drawings, but is nevertheless necessary for the purpose of properly carrying out the obvious intention thereof, Contractor is to understand the same to be implied, and is to provide for the same in its bid, as fully as if it were particularly described or delineated.

1.3 TYPE OF CONTRACT

A. Contractor shall construct the Work under a single fixed-price Contract.

1. Where the term "Contractor" is used in the Specification, the General Contractor is referred to.

2. Where the terms "Plumbing Contractor," "Electrical Contractor," etc., are used, it has been for convenience only and in no way affects the overall responsibility of the General Contractor.

1.4 PRECEDENCE OF DOCUMENTS

A. In the case of discrepancy or ambiguity in the Contract Documents the following order of precedence shall prevail:

1. Modifications in inverse chronological order and in alphanumeric order.

2. Signed Agreement and terms and conditions referenced in the Signed Agreement.

3. Supplemental Conditions.

4. General Conditions.

5. Division 00 through 01 specifications.

6. Drawings and Division 02 through 36 specifications.

7. Written numbers and figures, unless obviously incorrect.

8. Figured dimensions over scaled dimensions.

9. Large format drawings over small-scale drawings.

B. Any conflict between the Drawings and Division 02 through 36 specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are not the same or are not determinable, then in favor of the specifications.

C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete the Work required, then the actual quantity shall take precedence.

1.5 USE OF PREMISES

A. General: Comply with requirements in 007000 General Conditions and Section 015000 Temporary Facilities and Building Systems.

B. Area available for Contractor's use for work and storage, if any, is limited to the area designated by the County.

C. Work to be performed is within a temporarily closed county-owned public park. Contractor should ensure that no members of the public are within the park prior to commencing each day and throughout the day.

D. Fire Department Access: Contractor's use of premises shall not limit required Fire Department access.

1.6 EXAMINATION

A. General: As stipulated in Document 001000 Instructions to Bidders, Contractor is responsible for inspection of the existing site conditions and bidding documents prior to bidding and shall include in their bid any modifications of the Contract Documents required as a result of Contractor's inspection.

B. Persons performing work shall examine conditions that affect their work and shall report in writing to Contractor, with a copy to County, conditions detrimental to work.

1. Failure to examine and report makes the person responsible, at no increase in the Contract Sum, for corrections necessary for the proper installation of their work.

2. Commencement of Work constitutes acceptance of existing condition.

C. Field Verification: Contractor shall verify all existing conditions in the field prior to commencing the Work.

1.7 PERMITS FOR WORK

The Contractor is responsible for fulfilling all permit requirements for the completion of the work.

1.8 LISTING OF RELATED WORK

Listings of related work or sections in the various Sections are not necessarily complete listings. They are provided for information and convenience only and are intended to highlight related or similar work which is specified in other Sections. Related work listings and omissions from such listings are not intended to control Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements to permit evaluation of existing conditions before defining the required scope for each allowance item and final direction that will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Force account allowances.

C. Related Requirements:

1. Section 00700 "General Conditions" for Changes in Work
2. Section 00811 "Unforeseen Physical Conditions" for definition of hidden conditions.

1.3 SURVEY AND ASSESSMENT

A. Base bid includes all labor, materials, and equipment for the Bower Park improvements and restoration project indicated on plans and required to complete the work. Prior to and during improvement and restoration work, the Contractor shall coordinate observation of the condition of the site and any unforeseen conditions of the Bower Park improvements and restoration project.

B. In consultation with the Contractor and the Architect, the County will determine the extent of unforeseen conditions and the work needed to be completed to address them and provide direction to the contractor. Should additional work be required, the County will provide the Contractor with a Request for Proposal. The Contractor shall promptly provide a Lump Sum or Unit Cost Proposal in accordance with Section 00700 General Conditions, Chapter 20 – Changes in the Work.

C. In the event that a proposal is not authorized by the County, the County may direct the contractor to proceed with the authorized work by Force Account in accordance with Section 00700 – General Conditions, Chapter 20.

D. In the event other unforeseen conditions are encountered, the Contractor shall promptly notify the County and Architect and proceed according to paragraph 1.3B. above.

1.4 ACTION SUBMITTALS

A. Submit proposals for the work noted above.

B. Upon completion of identified repairs, submit revised Schedule of Values noting allowance amounts used.

1.5 INFORMATIONAL SUBMITTALS

A. Submit timecards, invoices or delivery slips to show actual labor time and quantities of materials delivered to the site for use in completing allowance work authorized under force account.

B. Coordinate and process submittals for allowance work items in same manner as for other portions of the Work.

1.6 COORDINATION

A. Coordinate allowance items with other portions of the Work.

1.7 ALLOWANCE ITEMS

A. Provide for each allowance item on the schedule of Values.

B. Use the allowances only as directed by the County for labor, materials, and equipment to resolve unforeseen conditions, by unit cost, lump sum price or force account authorized in writing by the owner.

C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between the authorized cost of all repairs completed and the allowance amount.
   1. If requested, include cost of lump sum proposals for the work performed.
   2. Submit substantiation of any force account work related to allowance work authorized in advance by the owner.

B. Submit Contract Change Order to refund the balance of the Allowance to the County or claims for increased costs for work performed on authorized work items that exceed the allowance amount included in the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine existing conditions at the time work is to be performed to verify that the conditions are suitable for the work under the allowances. Immediately report all unsatisfactory conditions to the County.

3.2 PREPARATION

A. Submit and secure approval of all labor, materials, and equipment for the restoration and improvement project prior to beginning work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No.1: Unforeseen Conditions: Include the sum of $20,000 for labor, materials, and equipment to resolve unforeseen conditions encountered during the project on the bid form.
   1. This allowance includes labor, material, equipment costs and Contractor overhead and profit documented for either lump sum or force account work to complete authorized additional improvements and restoration, or to address other unforeseen conditions.

END OF SECTION

SECTION 012300 - ALTERNATES

PART 1 GENERAL

1. SECTION INCLUDES
    1. Submission procedures.
    2. Documentation of changes to the Contract Sum and Contract Time.
2. RELATED DOCUMENTS
    1. Section 00 21 13 – Instructions to Bidders.
    2. Proposal Form.
    3. Contract for Construction; Incorporating monetary value of accepted Alternates.
    4. Overall Site Plan L2.0
3. REQUIREMENTS
    1. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the County's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
    2. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.
    3. In the absence of accepted alternates, base construction shall be executed in strict accordance with construction drawings, details, and all associated scope of work necessary to achieve full completion. Walkways shall remain continuous and undisturbed. All edge details shall be properly installed. The completed work shall present a finished appearance and fully comply with all applicable county standards.
4. SELECTION AND AWARD OF ALTERNATIVES
    1. Bid award will be based on the Total Lump Sum Base Bid, which does not include consideration of the alternates. Alternates will be selected from bid form of the awarded contractor.
5. SCHEDULE OF ALTERNATES

Amenity Additions

ALTERNATE NO. 1 **Group Picnic Area Including Grading, Paving, and Amenities:**

1. Base Bid: Provide asphalt or concrete path to the playground area, match adjacent grades, planting, and ground cover at the alternate picnic area shown.
2. Alternate 1: Provide Grading and Paving shown for the Group Picnic area and install the alternate amenities, including picnic tables, trash receptacles, barbecue pits, charcoal bin, and GFCI receptacles, and all related work shown as Alternate one on sheets L2.0, L2.2, and E100 and related details and specifications.

ALTERNATE NO. 2 **Fitness Stations Including AC Pads:**

1. Base Bid: Provide continuous asphalt and gravel circuit path around pond, match adjacent grades, planting, and ground cover at alternate fitness stations shown.
2. Alternate 2: Provide grading and paving shown at 6 fitness stations and provide fitness stations J1 through J6 and all related work as shown on sheets L2.0, L2.2, L2.3, L2.4, and L2.5 and related details and specifications.

ALTERNATE NO. 3 **Security Lighting and Wiring:**

1. Base Bid: Provide and install empty conduits and pull boxes with pull strings shown as base bid on Sheets E100, E102, and E104.
1. Alternate 5: Provide and install security lighting and wiring shown as Alternate 6 on Sheets L2.0, E100, E102, E104, and related details and specifications.

PART 2 PRODUCT

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract for Playground Equipment.

1.3 DEFINITIONS

A. Substitutions: Changes in manufacturers, products, materials, equipment, and methods of construction from those required by the Contract Documents.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use form acceptable to County.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of the applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of Landscape Architects and owners.
h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES and other applicable codes.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. County's Action: If necessary, County will request additional information or documentation for evaluation within five days of receipt of a request for substitution. County will notify Contractor of acceptance or rejection of proposed substitution within 8 days of receipt of request, or 3 days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or County's Supplemental Instructions for minor changes in the Work.
b. Use product specified if County does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 14 days prior to time required for preparation and review of related submittals.

1. Conditions: County will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, County will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: County will consider requests for substitution if received within 21 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of County.

1. Conditions: County will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, County will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:

1. General coordination procedures.
2. RFIs.
3. Project meetings.

B. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Construction Manager, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1.5 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Owner name.
3. Owner's Project number.
4. Name of Architect and Construction Manager.
5. Architect's Project number.
6. Date.
7. Name of Contractor.
8. RFI number, numbered sequentially.
9. RFI subject.
10. Specification Section number and title and related paragraphs, as appropriate.
11. Drawing number and detail references, as appropriate.
12. Field dimensions and conditions, as appropriate.
13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
14. Contractor's signature.
15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: AIA Document G716.

1. Attachments shall be electronic files in PDF format.

D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for approval of Contractor's means and methods.
d. Requests for coordination information already indicated in the Contract Documents.
e. Requests for adjustments in the Contract Time or the Contract Sum.
f. Requests for interpretation of Architect's actions on submittals.
g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect or Construction Manager of additional information.

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 5 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect and Construction Manager.
4. RFI number, including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's and Construction Manager's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

F. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within three days if Contractor disagrees with response.

1.6 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner , Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Responsibilities and personnel assignments.
    b. Tentative construction schedule.
    c. Phasing.
    d. Critical work sequencing and long lead items.
    e. Designation of key personnel and their duties.
    f. Lines of communications.
    g. Use of web-based Project software.
    h. Procedures for processing field decisions and Change Orders.
    i. Procedures for RFIs.
    j. Procedures for testing and inspecting.
    k. Procedures for processing Applications for Payment.
    l. Distribution of the Contract Documents.
    m. Submittal procedures.
    n. Preparation of Record Documents.
    o. Use of the premises and existing building.
    p. Work restrictions.
    q. Working hours.
    r. Owner's occupancy requirements.
    s. Responsibility for temporary facilities and controls.
    t. Procedures for disruptions and shutdowns.
    u. Construction waste management and recycling.
    v. Parking availability.
    w. Office, work, and storage areas.
    x. Equipment deliveries and priorities.
    y. First aid.
    z. Security.
    aa. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

    a. Preparation of Record Documents.
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    c. Submittal of written warranties.
    d. Requirements for preparing operations and maintenance data.
    e. Requirements for demonstration and training.
    f. Preparation of Contractor's punch list.
    g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    h. Submittal procedures.
    i. Owner's partial occupancy requirements.
    j. Installation of Owner's furniture, fixtures, and equipment.
    k. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

D. Progress Meetings: Conduct progress meetings at weekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner , Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site use.
        8) Temporary facilities and controls.
        9) Progress cleaning.
        10) Quality and work standards.
        11) Status of correction of deficient items.

12) Field observations.
13) Status of RFIs.
14) Status of Proposal Requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's Construction Schedule.
3. Construction schedule updating reports.
4. Material location reports.
5. Site condition reports.
6. Unusual event reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

C. Event: The starting or ending point of an activity.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF file.

B. Startup construction schedule.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Construction Schedule Updating Reports: Submit with Applications for Payment.

E. Material Location Reports: Submit at weekly intervals.

F. Site Condition Reports: Submit at time of discovery of differing conditions.

G. Unusual Event Reports: Submit at time of unusual event.

H. Qualification Data: For scheduling consultant.

1.4 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 01310 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel is needed to develop and update schedule.
3. Discuss constraints, including phasing, work stages, and partial Owner occupancy.
4. Review submittal requirements and procedures.
5. Review time required for review of submittals and resubmittals.
6. Review requirements for tests and inspections by independent testing and inspecting agencies.
7. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
8. Review and finalize list of construction activities to be included in schedule.
9. Review procedures for updating schedule.

1.5 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Specifically identify activities requiring coordination with county staff and or operations; ensure proper notice is provided prior to work affecting county operations.
3. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows a revised completion date unless specifically authorized by Change Order.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
2. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.

c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use-of-premises restrictions.

3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.
b. Submittals.
c. Purchases.
d. Fabrication.
e. Sample testing.
f. Deliveries.
g. Installation.
h. Tests and inspections.
i. Adjusting.
j. Curing.
k. Startup and placement into final use and operation.

4. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

a. Completion of Structural pads and underground work.
b. Completion of pre-engineered concrete building.
c. Completion of new electrical service.
d. Completion of emergency generator.
e. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

1. Delivery of building structure.
2. Delivery of electrical switch gear.
3. Delivery of emergency generator.
4. Completion of electrical service change.
5. Completion of emergency generator changover.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

F. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Provide material location report update at each regular project meeting for all outstanding material and equipment deliveries.

2. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
3. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
4. As the Work progresses, indicate Final Completion percentage for each activity.

G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 STARTUP CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within ten days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.8 GANTT-CHART SCHEDULE REQUIREMENTS

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.

1. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete indicate an estimated completion percentage in 10 percent increments within time bar.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 01320

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.

f. Scheduled date for Architect's and Construction Manager's final release or approval.
g. Scheduled dates for purchasing.
h. Scheduled date of fabrication.
i. Scheduled dates for installation.
j. Activity or event number.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect and Construction Manager on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.

a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

2. Paper: Prepare submittals in paper form and deliver to Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

1.6 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams that show factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.

d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.

3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

1.7 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

    1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file, and, three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

    1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect and Construction Manager will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

A. Action Submittals: Architect and Construction Manager will review each submittal, indicate corrections or revisions required, and return.

1. PDF Submittals: Architect and Construction Manager will indicate, via markup on each submittal, the appropriate action.

B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Architect and Construction Manager will discard submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 01410 - TESTING AND LABORATORY SERVICES

PART 1 - GENERAL

1.1 THIS SECTION includes all testing and inspecting, complete, as described in this Section and elsewhere in the Contract Documents, and as needed for a complete and proper installation.

1.2 QUALITY ASSURANCE:

A. Provide access and cooperation to the soil engineer, construction inspectors and a testing laboratory hired by the Owner to perform inspections services during the construction.

B. Coordinate the work of all required inspectors to provide access to the inspectors at the appropriate times to perform required inspections.

C. Upon completion of each test and/or inspection, promptly obtain and distribute copies of test or inspection reports to the Architect, to governmental agencies requiring submission of such reports, and to such other persons as directed by the Architect.

PART 2 - PRODUCTS

2.1 PAYMENT FOR TESTING

A. All initial testing and inspecting required under this Section of these Specifications shall be paid for by the Owner under separate contract with the inspection agencies. Include within the Contract Sum an amount sufficient to cover all coordination of inspection services and cooperation with inspection procedures. Contractor shall include within the Contract Sum an amount sufficient to cover all job costs associated with testing and inspecting required by governmental agencies having jurisdiction.

B. When initial tests indicate non-compliance with the Contract Documents subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof shall be paid by the Contractor.

2.2 SPECIFIC TESTS AND INSPECTIONS

A. Provide all tests and inspections required by governmental agencies having jurisdiction, required by provisions of the Contract Documents, and such other tests and inspections as are directed by the Architect.

B. Tests include, but are not necessarily limited to, those described in detail in Part 3 of this Section.

PART 3 - EXECUTION

3.1 TAKING SPECIMENS: Except as may be specifically otherwise approved by the Architect, have the testing laboratory secure and handle all samples and specimens for testing.

3.2 COOPERATION WITH TESTING LABORATORY: Provide access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

3.3 SOIL INSPECTING AND TESTING: Make required inspections and tests including, but not necessarily limited to:

A. Visually inspect on-site and imported fill and backfill, making such tests and retests as are necessary to determine compliance with the Contract requirements and suitability for the proposed purpose.

B. Make field density tests on samples from in-place material as required.

C. As pertinent, inspect and test the scarifying and recompacting of cleaned subgrade inspect the progress of excavating, filling, and grading; make 90% density tests at fills and backfills; and verify compliance with provisions of the Contract Documents and governmental agencies having jurisdiction.

D. Make and distribute necessary reports and certificates.

3.4 CONCRETE INSPECTING AND TESTING

A. Portland cement:

1. Secure from the cement manufacturer Certificates of Compliance delivered directly to the concrete producer for further delivery directly to the testing laboratory.
2. Require the Certificates of Compliance to positively identify the cement as to production lot, bin or silo number, dating and routing of shipment, and compliance with the specified standards.
3. If so required by the Architect, promptly provide such other specific physical and chemical data as requested.

B. Aggregate:

1. Provide one test unless character of material changes, material is substituted, or additional test is requested by the Architect.
2. Sample from conveyor belts or batching gates at the ready-mix plant:

    a. Sieve analysis to determine compliance with specified standards and grading.
    b. Specific gravity test for compliance with specified standards.

C. Laboratory design mix:

1. After approval of aggregate, and whenever character or source of materials is changed, provide mix design in accordance with ACI 613.
2. Provide designs for all mixes prepared by a licensed civil engineer.

D. Molded concrete cylinders:

1. Provide three test cylinders for each 150 cu yds, or fraction thereof, of each class of concrete of each day's placement.
2. Test one cylinder at seven days, one at 28 days, and one when so directed.
3. Report the mix, slump, gage, location of concrete in the structure, and test results.
4. Take specimens and make tests in accordance with the applicable ASTM standard specifications.

E. Core tests:

1. Provide only when specifically, so directed by the Engineer because of low cylinder test results.
2. Cut from locations directed by the Architect, securing in accordance with ASTM C42, and prepare and test in accordance with ASTM C39.

F. Placement inspections:

1. On concrete over 2000 psi, provide continuous or other inspection as required by governmental agencies having jurisdiction.
2. Throughout progress of concrete placement, make slump tests to verify conformance with specified slump.
3. Using all required personnel and equipment, throughout progress of concrete placement verify that finished concrete surfaces will have the level or slope that is required by the Contract Documents.

3.5 CONCRETE REINFORCEMENT INSPECTING AND TESTING

A. Prior to use, test all reinforcement steel bars for compliance with the specified standards.

1. Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing. Require the supplier to furnish mill test reports to the testing laboratory for certification.
2. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.

B. Unidentified steel:

1. Have the testing laboratory select samples consisting of two pieces, each 18" long, of each size.

2. Have the testing laboratory make one tensile test and one bend test for each 2-1/2 tons or fraction thereof of each size of unidentified steel.

C. Provide continuous inspection for all welding of reinforcement steel.

3.6 STRUCTURAL STEEL INSPECTING AND TESTING

A. Prior to use, test all structural steel for compliance with the specified standards.

1. Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing. Require the supplier to furnish mill test reports to the laboratory for certification.
2. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.

B. Unidentified steel: Have testing laboratory make one tensile test and one bend test for each five tons or fraction thereof of each shape and size of unidentified structural steel.

C. Shop welding:

1. Provide qualified testing laboratory inspector.
2. On single pass welds, inspect after completion of welding and prior to painting.
3. On multiple pass welds, and on butt welds with cover pass on the backside, provide continuous inspection.

D. Field welding: Provide continuous inspection by a qualified testing laboratory inspector.

3.7 WAIVER OF INSPECTION AND/OR TESTS: Specified inspections and/or tests may be waived only by the specific approval of the Architect, and such waivers will be expected to result in credit to the Owner equal to normal cost of such inspection and/or test.

SECTION 014115 – REQUIREMENTS FOR OFF ROAD DIESEL FLEETS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal and award requirements for public projects with off road diesel fleets as defined in the California Code of Regulations Title 13 Section 2449.

1.2 RELATED SECTIONS

A. Section 00 01 00: Instructions to Bidders

B. Section 01 41 00: Regulatory Requirements

C. Applicable codes and regulations

1.3 APPLICABLE CODES

A. California Code of Regulations (CCR) Title 13 Section 2449 – General Requirements for In-Use Off-Road Diesel-Fueled Fleets

1.4 SUBMITTALS/TIME

A. Copies of valid Certificates of Reported Compliance (CRC) for In-Use Off-Road Diesel Fueled Fleets issued by the California Environmental Protection Agency, Air Resources Board from the Prime Contractor and all Subcontractors using vehicles subject to this regulation

B. To be considered for award, bidders must submit all required CRC to the Mendocino County General Services Agency, Facilities and Fleet Division office as specified in the Instructions to Bidders.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 AWARDING BODY REQUIREMENTS

A. Beginning January 1, 2024, any public agency in the state of California that awards contracts for projects involving the operation of vehicles subject to the regulations referenced in this section must:

1. Obtain copies of valid CRC for the fleets of the awarded prime contractor and listed subcontractors operating vehicles subject to the regulations referenced prior to entering into a new or renewed contract with that contractor.
2. Not enter into a new or renewed contract with a contractor without valid CRC for the contractor's and any listed subcontractor's fleets.
3. Retain all submitted CRC for at least 3 years after project completion and provide such records upon request to the California Air Resources Board (CARB) within 5 business days.

3.2 PRIME CONTRACTOR REQUIREMENTS

A. Beginning January 1, 2024, any Contractor in California entering contracts for projects involving the operation of vehicles subject to the regulations referenced in this section will be required to provide copies of CRC upon request. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

B. The contractor is referred to the applicable codes for the specific requirements and obligations of this section.

California Air Resources Board - In-Use Off-Road Diesel-Fueled Fleets Regulations

END OF SECTION 014115

SECTION 015000 - TEMPORARY FACILITIES & BUILDING SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide temporary facilities and controls needed for the Work included, but not necessarily limited to:
   1. Temporary utilities such as water, electricity, lighting and telephone.
   2. Temporary building services such as electricity, gas, heating and cooling or telephone and data when interruption in services is required to complete the work.
   3. Sanitary facilities.
   4. Enclosures and temporary protection such as fencing, tarpaulins, barricades and canopies.

B. Related work:
   1. Documents affecting the work of this Section include, but are not necessarily limited to, Project Plans, General Conditions, Supplementary conditions, and Sections in Division 1 of these Specifications.

1.2 JOB SAFETY

A. Comply with all applicable laws and regulations pertaining to job safety, and be solely responsible for construction means, methods, techniques, sequences procedures and safety precautions and programs in connection with the Work. Owner or Architect will not be responsible for Contractor's failure to employ proper safety procedures.

B. All work, including the temporary construction, shall be in full accord with the latest orders, rules and regulations of the State of California Division of Industrial Safety and the California Occupational Safety and Health Act (CAL-OSHA).

C. The Contractor shall at all times so conduct his work as to cause the least possible obstruction and inconvenience and insure the protection of persons and property in the vicinity of the Work.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS FACILITIES

A. Construction Aids: Hoists, ramps and ladders, enclosures, pumps, barriers, fences, barricades necessary to adequately move materials and equipment and to protect workmen and public.

B. All temporary construction and protection to comply with requirements of state and local authorities.

C. Sanitary Facilities
   1. Provide and pay for temporary sanitary facilities in quantity required for use by all personnel
   2. Shall be maintained in a sanitary condition at all times.
   3. Facility shall remain locked when Contractor is off-site.

PART 3 – EXECUTION

3.1 EXISTING BUILDING SERVICES

A. Utilities: Coordinate the temporary shut off of any utilities including water, electricity, gas, and sanitary sewer with the County. No utility will be made unavailable without written approval from the County.

B. Provide a minimum of 48 hours' written notice to the County prior to any activities that may result in loss of water, firewater, sewer, gas, electrical or data connectivity. Coordinate all change over activities closely with County.

C. Work in the County public park:

1. Provide a minimum of 14-day notice before beginning work within the park.
2. Provide clear delineation and appropriate barriers and signage to protect the public and county employees for the entirety of the project.
3. Do not leave materials, tools, equipment or debris unattended in any areas that are accessible to the public or county employees.
4. Remove all equipment, temporary facilities, debris and thoroughly clean all affected surfaces before removing barriers.

3.2 SECURITY

A. Contractor shall be responsible for securing the project Site and work areas within the park including:

1. Secure and maintain access points to the Work
2. Secure all stored materials and hardware
3. Secure equipment and temporary facilities until time of acceptance.
4. Security and protection may be by any legal method, or methods, acceptable to the County.

3.3 MAINTENANCE AND REMOVAL

A. Maintain tree protection, erosion and sediment control measures, temporary facilities and controls as long as needed for safe and proper completion of the Work. Contractor shall be responsible for ensuring the effectiveness of erosion and sediment control devices, repairing, or replacing as necessary for the duration of the project.

B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit or as directed by the County.

END OF SECTION

SECTION 015050 - EROSION CONTROL

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall provide all materials, labor and equipment necessary to complete all work as specified herein, including but not limited to the following:

1. Apply specified treatments to all cuts and fill slopes, soil stockpiles, and all disturbed areas.
2. Install all temporary erosion control devices per Plans and Specifications.

B. All other labor and materials reasonably incidental to the satisfactory completion of the work, including cleanup of the site.

1.2 RELATED SECTIONS

A. Section 01 10 00, Supplemental General Requirements

1.3 RELATED DOCUMENTS

A. Caltrans Standard Specifications, 2022

1. Section 21, Erosion Control

B. Association of Official Seed Analysts Procedures

C. California State Seed Law of the Department of Food and Agriculture

1.4 CONTRACTOR SUBMITTALS

A. The Contractor shall submit, in accordance with Section 01 10 00, Supplemental General Requirements, manufacturer's letters of compliance and manufacturer's literature for the following items:

1. Seed Mixes (or individual items)
2. Mulches
3. Binders/Tackifiers
4. Fertilizer
5. Humate
6. Soil inoculates
7. Straw (Weight receipts from scales shall be required)
8. Erosion Control Blanket

1.5 SITE CONDITION

A. It is the responsibility of the Contractor to visit the site to determine existing conditions including access to the site, the nature and extent of existing improvements upon adjacent public and private property, the nature of materials to be encountered, and other factors that may affect the work of this section.

B. It is the responsibility of the Contractor to have finished the grading of the slopes, including track walking the areas to be treated with erosion control treatments.

1.6 WORK SCHEDULE

A. The work shall progress as soon as the site becomes available consistent with normal seasonal limitations.

1.7 PRODUCT DELIVERY, STORAGE AND HANDLING

A. All products shall be delivered to the site in manufacturer's unopened standard containers bearing original labels showing quantity, analysis and name of manufacturer.

B. All materials shall be stored in designated areas and in such a manner as to protect them from weather or other conditions that might damage or impair the effectiveness of the product.

1.8 ANALYSIS OF SAMPLES AND TESTS

A. Samples: The Owner reserves the right to take and analyze samples of materials for conformity to the Specifications at any time. On request, seed shall delivered to Owner's Representative 30 days prior to seeding so seed can be tested. Seed samples shall be drawn in accordance with procedures outlined in Association of Official Seed Analysts.

B. Rejected material: Rejected materials shall be removed immediately from the site at Contractor's expense. Contractor shall pay the cost of testing replacement materials.

PART 2 - PRODUCTS

2.1 GENERAL

A. All products shall be in conformance with the Specifications listed below. Any changes to products to be used shall be approved, in writing, by the Owner or Owner's representative prior to job site delivery.

2.2 SEED MIX [SEED MIX NEEDS TO BE PROVIDED BY LANDSCAPE CONSULTANT OR SEED COMPANY FOR THE PROJECT AREA]

A. Seed shall conform to the provisions in Section 21-2.02F, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Owner's Representative.

B. Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

C. Composition:

Species	Common Name	PLS lbs. /acre
Gazania	*Trailing Gazania*	*4 lbs. /acre*

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Baccharis pilularis var. pilularis (Coyote Bush)	20	0.05
Artemisia californica (California Sagebrush)	25	0.5
Mimulus aurantiacus. (Sticky Monkeyflower)	25	.1
Elymus glaucus (Blue Wildrye)	40	9
Festuca idahoensis (Idaho Festuca)	35	4
Hordium brachyantherum californicum (Meadow Barley)	40	8
Regreen	60	45.0

D. Quality

1. All seed shall be in conformance with the California State Seed Law of the Department of Food and Agriculture. Each seed bag shall be delivered to the site sealed and clearly marked as to species, purity, percent germination, dealer's guarantee, and dates of test. In addition, the container shall be labeled to clearly reflect the amount of Pure Live Seed (PLS) contained.
2. Prior to seeding at the request of the Owner, the Contractor shall provide a letter of certification, original Association of Official Seed Analysts (AOSA) seed test results, and calculations of PLS.
3. All legume seed shall be pellet-inoculated. Inoculant sources shall be species specific and shall be applied at a rate of 2 pounds of inoculant per one hundred pounds of seed.

2.3 MULCH

A. Mulch shall be 100% wood hydroseed and shall be composed of wood fiber derived from whole wood chips with no growth or germination inhibiting substances and shall be manufactured in such a manner that when thoroughly mixed with seed, fertilizer, organic stabilizer, and water, in the proportions specified, will form a homogeneous slurry which is capable of being sprayed to form a porous mat.

B. The fibrous mulch in its air-dry state shall contain no more than 15% by weight of water. The fiber shall have a temporary green dye and shall be accompanied by a certificate of compliance stating that the fiber conforms to these Specifications.

2.4 ORGANIC STABILIZER/TACKIFIER

A. Stabilizer and tackifier shall be an organic substance supplied in powder form and shall be psyllium-based and packed in clearly marked bags stating the contents of each package. The California Department of Food and Agriculture shall certify the material as an Auxiliary Soil Chemical.

2.5 FERTILIZER

A. Fertilizer shall be of commercial quality, conform to the requirements of the California Department of Food and Agriculture Code, and shall have a guaranteed analysis for nitrogen, phosphorus and potassium of 7-2-3. Products specified as slow release shall have been tested and demonstrate a nearly linear release curve.

2.6 HUMATE

A. Humate shall be OMRI listed and contain at least 40 % Humic acid. It shall be a natural granual humic acid-based material that functions as an organic chelator and microbial stimulator. Humate shall not burn plant material and shall be non-toxic and non-staining.

B. Humate Soil Conditioner

Humic Acids (from Leonardite)	40 .00 %
Organic matter	40 .00 % - 50.00%
Carbon	50.00 % - 60.00%
Nitrogen	0.05 % - 1%
Phosphoric Acid	0.07 %
Potash	0.13 %
Sulfur	0.21 %
Magnesium	0.18 %
Calcium	0.32 %
pH	4.0
Soluble Salts	1.8

2.7 MYCORRHIZAL INOCULUM

A. Endo (arbuscular) mycorrhizal inoculum shall be registered by the California Department of Food and Agriculture and consist of spores, mycelium and mycorrhizal root fragments in a solid carrier suitable for handling by hydro-seeding. The carrier shall be the material in which the inoculum was originally produced, and may include organic materials, vermiculite, perlite, calcined clay, or other approved materials consistent with mechanical application and with good plant growth.

B. Each endomycorrhizal inoculum shall carry a supplier's guarantee of 80,000 propagules minimum per kilogram. The minimum propagule count shall be shown on each label provided. If more than one fungal species is claimed by the supplier, the label shall include a guarantee for each species of mycorrhizal fungus claimed.

C. Endomycorrhizal fungal species shall be suitable for the pH of the soil at the planting site. If the inoculum consists of a mixture of species, no more than 20% of the claimed propagule count shall consist of fungal species known to be unsuitable for the pH of the soil at the planting site.

D. A sample of approximately 28 grams (one ounce) of inoculum will be taken from each inoculum container by the Owner’s Representative. The number of propagules will be determined by laboratory testing. Propagules shall include live spores, mycelial fragments and viable mycorrhizal root fragments.

E. Endomycorrhizal inoculum shall be stored, transported and applied at temperatures of less than 32° C (90° F).

2.8 STRAW

A. Shall be derived from irrigated rice or clean cereal grain straw.

B. The Contractor shall furnish evidence that clearance has been obtained from the County Agricultural Commissioner, as required by law, before straw from outside the County in which it is to be used is delivered to the site of the work.

C. Straw that has been used for bedding is prohibited.

2.9 EQUIPMENT

A. Equipment used for application of slurry shall be a commercial-type Hydro-Seeder and have a built-in agitation system with an operation capacity sufficient to agitate, suspend and homogeneously mix slurry.

B. Tank capacity shall be a minimum of 1,500 gallons and shall be mounted on a truck to allow access to the site.

C. Pump shall be able to generate 150 psi at the nozzle.

D. Straw blowers: Equipment shall be specifically designed and manufactured for the application of straw and shall be of sufficient horsepower to break up and distribute straw at the specified application rate.

2.10 WATER

A. Water shall be furnished by Owner and shall be made readily available at the sites indicated on the project map. Water shall be of potable quality.

B. Contractor shall add 4-6 lbs. of Vulpia Microstachys or 20 lbs. of Regreen per acre if hydroseeding occurs in the fall or winter months.

C. Hydroseed mix can be obtained from:

1. University of California Cooperative Extension – Mendocino County – Erosion Control Suppliers (https://my.ucanr.edu/sites/Mendocino/files/17264.pdf)
2. Pacific Coast Seed, Inc., (925) 373-4417

2.11 EROSION CONTROL BLANKETS

A. Erosion control must be Erosion Control Technology Council (ECTC) Type 2D and made of processed natural fibers that are mechanically, structurally, or chemically bound together to form a continuous matrix that is surrounded by 2 natural nets. Erosion control blanket must comply with the requirements shown in the following table:

Erosion Control Blanket

Quality characteristic	Test method	Requirement		
		Type A	Type B	Type C
Roll width (min, inches)	--	72		
Matrix (%) Straw/coconut Woven coir (coconut fiber) Wood excelsior (6 inches or longer)	--	 70/30 -- --	 -- 100 --	 -- -- 80
USLE C-Factor for a 1:1 (H:V) unvegetated slope	--	≤ 0.20		
Shear stress (max, psf)	ASTM D6460	1.75		
Tensile strength (min, psf)	ASTM D5035	75		
Functional longevity (months)	--	12		

PART 3 - EXECUTION

3.1 SOIL PREPARATION

A. No soil amendments shall be required except as noted on the Plans.

B. Verification: Contractor shall verify:

1. That all areas to receive erosion control treatments are free of vegetation and other objectionable material.
2. That grades are final for permanently treated areas and within reasonable standard for temporary treatments.
3. That all sloped areas are uniformly compacted: wherever possible, the surface compaction of the top 1 foot shall be 85% or less.

3.2 EROSION CONTROL BLANKET INSTALLATION

A. Before placing the erosion control blankets, Contractor shall ensure the subgrade has been graded smooth and has no depressed voids. The subgrade must be free from obstructions, such as tree roots, projecting stones, or foreign matter greater than 1 inch in diameter. Overlap the end of the erosion control blanket by 24 inches. Use 18-inch staples staked at maximum of 4 feet on center in staggered pattern. Do not drive vehicles on the erosion control blanket.

3.3 HYDROSEEDED AREA

A. Areas to receive erosion control treatments include all graded areas as shown on the site plan and other areas as determined by the Owner.

B. Perform erosion control treatments on a section-by-section basis. On approval of the Owner, and as soon as possible after grading, complete treatments in the following order of priority: stream zones, graded slopes, non-trafficked road and parking areas, building pads and other flat areas.

C. Contractor shall be available to re-treat areas disturbed by on-going activities.

D. Preparation: All slurry preparation to be conducted at the job site.

1. Water, mulch, fertilizer, compost, binder and other ingredients shall be added to the tank simultaneously so that the finished load is a homogenous mix of the specified ingredients.
2. Seed shall be added last and shall be discharged within 2 hours. Loads held over 2 hours will be recharged with ½ the seed rate before application.
3. Once fully loaded, the complete slurry shall be agitated for 3-5 minutes to allow for uniform mixing.

E. Application: Apply specified slurry in a sweeping motion to form a uniform application.

1. Step One - with hydroseeder apply:

a.	Seed Mix Total	4 lbs./acre
b.	100% Cellulose Fiber Mulch	500 lbs./acre
c.	Biosol 7-2-3 (Organic Fertilizer)	1,600 lbs./acre
d.	AM120 (Mycorrhizal Inoculant)	60 lbs./acre

2. Step Two - with straw blower apply:

a.	Rice or Clean Cereal Grain Straw	4,000 lbs./acre

3. Step Three - with hydroseeder apply:

a.	100% Cellulose Fiber Mulch	500 lbs./acre
b.	M-Binder	100 lbs./acre

4. Under suitable conditions straw shall be uniformly spread at the specified rates. The straw may be pneumatically applied as long as the resulting straw in predominately 3 to 6 inches in length. The straw shall be treated with mulch and tackifier before it can blow off the site but in no case shall straw be left untreated for more than 24 hours. The Contractor will clean up areas of straw which are blown from the site, and the areas shall be retreated at no additional expense to the Owner.

F. Protection: Contractor is to stay off treated areas.

G. Unused Loads: If mixture remains in tank for more than 8 hours it shall be removed from the job site at Contractor's expense.

H. Preliminary Inspection: Notify the Owner's Representative 48 hours in advance of all seeding. Inspection and favorable review of completed work shall begin the plant establishment period.

3.4 PLANT ESTABLISHMENT MAINTENANCE

A. General plant maintenance shall immediately follow seeding and continue for 90 days.

B. Protect areas against all damage, including erosion and trespass, and provide proper safeguards. Maintain and keep in good repair all temporary barriers erected to prevent trespassing. Check all barrier and temporary fencing daily, and make immediate repairs or replacements

C. Repair all damage to seeded areas.

D. Maintain constant moisture depth in soil to ensure vigorous growth.

3.5 FINAL INSPECTION AND ACCEPTANCE:

A. Final inspection will be conducted upon completion of maintenance, replacements and corrective work. Five (5) days' notice shall be given. If project improvements, corrective work, and maintenance have not been performed as specified and to the satisfaction of the Owner's Representative, maintenance shall continue at Contractor's expense until such time as work has been successfully completed.

3.6 GUARANTEE AND REPLACEMENT

A. Guarantee all planting to be in a healthy, thriving condition until the end of the maintenance period or beyond that time until active growth is evident and for one year from date of acceptance.

B. Replace all seeded areas not in vigorous condition as soon as directed by Owner's Representative. Seed mixture used for replacement must be of the same kind and quantity as specified in this section.

3.7 CLEAN-UP

A. Erosion control work areas shall be maintained in a neat and orderly condition. Keep paved area free of erosion treatment, soil, and other debris.

B. Overspray: Installing Contractor is responsible for washing or otherwise cleaning excess material off all areas not intended to receive treatment.

C. Debris: Clean up and remove erosion control associated materials and debris from project site before Final Acceptance.

END OF SECTION 015050

SECTION 015723 - STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. State Water Resources Control Board Construction General Permit for Storm Water Discharges associated with construction and land disturbance activities, adopted 2022-0057-DWQ.

1.2 RELATED SECTIONS

A. Section 01 10 00 Supplemental General Requirements

1.3 SUMMARY

A. All construction or demolition activity, including, but not limited to, clearing, grubbing, grading, or excavation, or any other activity that results in a land disturbance shall be subject to the State Water Resources Control Board Construction General Permit Order No. 2022-0057-DWQ.

B. In compliance with the State and Federal regulations on construction storm water management and urban runoff pollution control, no pollutants will be allowed to enter the storm drainage system.

C. The Contractor shall coordinate with the Owner to ensure the delivery of all engineering, material, labor and equipment for planning, documenting, submitting, monitoring, testing, installing, implementation and maintenance of all surface-water pollution prevention and erosion control measures. This work includes but is not necessarily limited to:

1. Providing a Qualified SWPPP Developer (QSD) for documentation and planning.
2. Providing a Qualified SWPPP Practitioner (QSP) for monitoring and implementation.
3. Preparing and implementing the site-specific Storm Water Pollution Prevention Plan (SWPPP).
4. Submitting to and paying fees to the State Water Resources Control Board on behalf of the Owner.
5. Furnishing, placing, and installing effective measures for preventing runoff of soil, silts, gravel, hazardous chemicals or other materials prohibited by the Regional Water Quality Control Board (RWQCB) from entering the storm water drainage system.
6. Management of on-site construction materials in such a manner as to prevent said materials from contacting storm water or wash water and running off into the storm drain system.
7. Complying with applicable standards and regulations specified herein.
8. Maintaining the most current revised SWPPP plan at the Contractor's work site.
9. Reviewing any changes in the SWPPP plan at the weekly progress meetings. The Contractor shall submit a numbered checklist of the current status of each prevention measure on the job site.

10. Filing reports as required by the Permit.
11. Filing the Notice of Termination (NOT) in a timely manner upon completion.

D. In this section, the term "storm drain system" shall include: storm water conduits; storm drain inlets; and other storm drain structures, street gutters, channels, and ditches.

E. Contractor shall have storm water pollution prevention measures in place and conduct inspections daily or as required by RWQCB requirements. Contractor's QSP shall develop a Rain Event Action Plan as required by the requirements, and Contractor shall bear the costs of all Likely Precipitation Events, and all Qualifying Rain Events. It is the responsibility of the Contractor to be prepared for a rain event in the non-rainy and rainy season, and to be aware of weather predictions. The Owner is not responsible for informing the Contractor of rain predictions.

1.4 DEFINITIONS

A. LRP: Legally Responsible Party, the owner of the property, the Owner. As the LRP, it is the intention of the Owner to ensure through this Contract that the Contractor shall properly follow, implement, and execute all provisions of the State Water Resources Control Board Construction General Permit for Storm Water Discharges on behalf of the Owner, and that the Contractor shall include all such costs within their bid. The Owner will review and approve documents as submitted by the Contractor in the SMARTS system, for review by the SWRCB.

B. Data Submitter. Data Submitter is any individual authorized by the LRP or an Approved Signatory to enter data on behalf of the LRP. The Owner will authorize and link the Contractor as a Data Submitter, to allow Contractor to upload and submit the required documents to the SMARTS system.

C. PRD: Permit Registration Documents, which consist of the Notice of Intent, Risk Assessment, Post-Construction Calculations, a Site Map, the SWPPP, a signed certification statement by the LRP, and the annual fee.

D. QSD: Qualified SWPPP Developer, a certified person responsible for preparing, amending and certifying the project SWPPP.

E. QSP: Qualified SWPPP Practitioner, a certified person responsible for non-storm water and storm water visual observations, sampling and analysis, and for ensuring full compliance with the General Permit and implementation of all elements of the SWPPP.

F. RWQCB: Regional Water Quality Control Board, one of nine Regional Boards of the SWRCB.

G. SMARTS: Storm Water Multiple Application and Report Tracking System. https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp

H. SWRCB: State Water Resources Control Board is the State of California's State Water Board, responsible for overseeing the permitting process for the SWPPP.

I. SWPPP: Storm Water Pollution Prevention Plan, to be developed and certified by a QSD and to be implemented by a QSP. QSP shall direct Contractor on all aspects of the SWPPP.

1.5 SUBMITTALS AND RESPONSIBILITIES

A. Follow submittal procedure outlined in Section 01 10 00, Supplemental General Requirements.

B. The Contractor shall ensure that a QSD prepares a site-specific State of California Storm Water Pollution Prevention Plan (SWPPP) in PDF format and uploads it to the State Water Resources Control Board's SMARTS system. The Owner will review the submittal and approve it in the SMARTS system, for review by the SWRCB.

C. The preparation of the SWPPP shall be in accordance with the State Regional Water Quality Control Board General Permit Order No. 2022-0057-DWQ.

D. Permit Registration Documents (PRDs) as defined in Attachment B of the Construction General Permit include the Notice of Intent, Risk Assessment, Post-Construction Calculations, a Site Map, the SWPPP, a signed certification statement by the LRP, and the first annual fee. The Contractor shall ensure the preparation of PRDs on behalf of the Owner and that the Owner supplies the signed LRP certification statement. The Owner will electronically review and approve the PRDs to the State Water Resources Board via the SMARTS system, after they have been uploaded to the SMARTS system.

E. The Contractor shall ensure that electronic PDF files of the project PRDs have been submitted to the SMARTS system on behalf of the Owner within fifteen (15) calendar days after Notice of Award. No construction work shall begin until the Contractor receives written notification from the Owner that the Permit Registration Documents components have been deemed complete by the SMARTS system and a Waste Discharge Identification (WDID) number has been emailed to the Owner by the system.

F. The Contractor shall ensure that the project SWPPP is prepared and certified by a Qualified SWPPP Developer (QSD). The Contractor shall ensure that all elements of the project SWPPP will be implemented by a Qualified SWPPP Practitioner (QSP). Both the QSD and QSP must meet the Construction General Permit certification requirements.

G. The Contractor shall implement, maintain and be responsible for collection and input of data and for the effectiveness of the SWPPP measures in accordance with the Risk Level as determined by the Risk Assessment procedure as described in the General Permit Appendix 1. It is the responsibility of the Contractor's QSD to determine the Risk Level per the General Permit requirements.

H. The Contractor shall maintain a rain gauge at the site and record daily (Monday through Friday) rainfall amounts until the project is complete.

I. The project SWPPP, at a minimum, shall be prepared to address the following:
   1. All known/potential pollutants and their sources associated with construction activities.
   2. All non-storm water discharges are identified and either eliminated, controlled, or treated.
   3. Best Management Practices (BMPs) are effective and result in the reduction or elimination of pollutants in storm water discharges and authorized non-storm water discharges during construction.
   4. Stabilization BMPs installed to reduce or eliminate pollutants after construction are completed, effective, and maintained.

J. The project SWPPP shall be made available at the construction job site during working hours while construction is occurring and shall be made available upon request by the Owner or State Inspector.

K. The Contractor shall notify the Owner if either the QSD or QSP is no longer associated with the work. The Owner shall be notified, and a qualified replacement shall be named within twenty-four (24) hours.

L. The Contractor shall ensure that SWPPP Amendment documents, if required, are submitted to the State SMARTS system on behalf of the Owner. Inform the Owner after documents are uploaded to the system so the Owner may process them in the system as required. SWPPP Amendments shall be provided at a minimum of once every three (3) months, if required. If a SWPPP Amendment is not needed, the QSD and QSP shall send notification to the Owner stating "Amendment is not necessary" for the period of construction.

M. The Contractor shall ensure that all documentation required for Annual Reporting and the Notice of Termination are submitted to the SMARTS system in PDF format in a timely manner as required by the SWRCB. Inform the Owner when documents are ready for Owner certification in the SMARTS system.

1.6 PERMIT VIOLATIONS

A. If there is a Permit violation, the Contractor shall notify the Owner immediately and corrections shall be made as necessary to comply with the General Permit.

B. The Contractor is responsible for any fines, and additional sampling, testing and monitoring that result from their negligence to comply with the General Permit requirements without any compensation from the Owner. If the Owner is forced to pay any fines or fees to the SWRCB due to the negligence of the Contractor to comply with the General Permit requirements, the costs shall be deducted from the Contractor's contract value.

C. If the Regional Water Quality Board or Owner Representative is at the site, the Contractor shall notify the Owner within twenty-four (24) hours and shall provide a written notice of any deficiencies noted and/or changes requested by the inspector.

D. Violation of the General Permit may cause the Owner to issue a stop-work notice and take necessary actions to require the Contractor to correct and comply with the Permit requirements and regulations. All costs related to the stop-work action and corrective work to comply with the General Permit shall be at the sole expense of the Contractor.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MATERIALS

A. Products and materials used in the implementation of this work shall be as identified by the approved SWPPP plan and determined by the QSD.

PART 3 - EXECUTION

3.1 SUMMARY

A. All construction or demolition activity, including, but not limited to, clearing, grubbing, grading, or excavation, or any other activity that results in a land disturbance shall be subject to the State Water Resources Control Board Construction General Permit Order No. 2022-0057-DWQ.

B. In compliance with the State and Federal regulations on construction storm water management and urban runoff pollution control, no pollutants will be allowed to enter the storm drainage system.

C. The Contractor shall coordinate with the Owner to ensure the delivery of all engineering, material, labor and equipment for planning, documenting, submitting, monitoring, testing, installing, implementation and maintenance of all surface-water pollution prevention and erosion control measures. This work includes but is not necessarily limited to:

1. Providing a Qualified SWPPP Practitioner (QSP) for monitoring and implementation.
2. Implementing the site-specific Storm Water Pollution Prevention Plan (SWPPP).
3. Furnishing, placing, and installing effective measures for preventing runoff of soil, silts, gravel, hazardous chemicals or other materials prohibited by the Regional Water Quality Control Board (RWQCB) from entering the storm water drainage system.
4. Management of on-site construction materials in such a manner as to prevent said materials from contacting storm water or wash water and running off into the storm drain system.
5. Complying with applicable standards and regulations specified herein.
6. Maintaining the most current revised SWPPP plan at the Contractor's work site.
7. Reviewing any changes in the SWPPP plan at the weekly progress meetings. The Contractor shall submit a numbered checklist of the current status of each prevention measure on the job site.

D. In this section, the term "storm drain system" shall include: storm water conduits; storm drain inlets; and other storm drain structures, street gutters, channels, and ditches.

E. Contractor shall have storm water pollution prevention measures in place and conduct inspections daily or as required by RWQCB requirements. Contractor's QSP shall develop a Rain Event Action Plan as required by the requirements, and Contractor shall bear the costs of all Likely Precipitation Events, and all Qualifying Rain Events. It is the responsibility of the Contractor to be prepared for a rain event in the non-rainy and rainy season, and to be aware of weather predictions. The Owner is not responsible for informing the Contractor of rain predictions.

3.2 PERMIT VIOLATIONS

A. If there is a Permit violation, the Contractor shall notify the Owner immediately and corrections shall be made as necessary to comply with the General Permit.

B. The Contractor is responsible for any fines, and additional sampling, testing and monitoring that result from their negligence to comply with the General Permit requirements without any compensation from the Owner. If the Owner is forced to pay any fines or fees to the SWRCB due to the negligence of the Contractor to comply with the General Permit requirements, the costs shall be deducted from the Contractor's contract value.

C. If the Regional Water Quality Board or City inspector is at the site, the Contractor shall notify the Owner within twenty-four (24) hours and shall provide a written notice of any deficiencies noted and/or changes requested by the inspector.

D. Violation of the General Permit may cause the Owner to issue a stop-work notice and take necessary actions to require the Contractor to correct and comply with the Permit requirements and regulations. All costs related to the stop-work action and corrective work to come into compliance with the General Permit shall be at the sole expense of the Contractor.

END OF SECTION 015723

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Section Includes:

1. Demolition and removal of selected building or structure and site elements.
2. Removal and salvage of existing items for delivery to Owner and removal of existing items for reinstallation.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
3. Section 260500 "Common Work Results for Electrical".
4. Section 311000 "Site Clearing" for site clearing and removal of above and below grade improvements not part of selective demolition.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner as indicated.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage; prepare for reuse; and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project Site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for dust control and for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.

C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.8 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

1. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off utilities with utility companies.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of site.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of site.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and for at least four hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.

3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw and then remove concrete between saw cuts.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished and then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal"

B. Do not allow demolished materials to accumulate on-site.

1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 031000 - CONCRETE FORMING AND ACCESSORIES

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes: All labor, materials and equipment and all operations required to complete all formwork as indicated on the drawings; to produce shapes and configurations as shown, as required; and as specified herein, including:

1. Forms, shores, bracing, removal and other operations as necessary for all cast-in-place concrete and masonry placed.
2. Setting and securing anchor bolts and other metal items embedded in concrete into formwork, using materials and layouts furnished and delivered to jobsite as specified under other sections.

B. Related Sections:

1. Pertinent Sections of Division 03 specifying concrete construction.
2. Pertinent Sections of other Divisions specifying work to be embedded in concrete or work penetrating concrete foundations and formwork.

1.2 REFERENCES

A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC): Chapter 19 Concrete.

B. American Concrete Institute (ACI) PRC-347 "Guide to Formwork for Concrete".

C. American Plywood Association (APA) “Concrete Forming Guide”.

D. West Coast Lumberman Inspection Bureau (WCLIB) “Standard Grading Rules for West Coast Lumber”.

E. ACI MNL-066 “ACI Detailing Manual”.

F. ACI SPEC-301 “Specifications for Concrete Construction”.

G. Concrete Reinforcing Steel Institute (CRSI) “Manual of Standard Practice”.

1.3 DESIGN REQUIREMENTS

A. Design, engineer, and construct formwork, shoring and bracing to conform to design and code requirements, resist imposed loads; resultant concrete to conform to required shape, line and dimension.

1.4 SUBMITTALS

A. Limitation of review: Structural Engineer's review will be required only where specifically requested for general architectural applications and features only. Contractor is responsible for structural stability, load-resisting characteristics and sufficiency of form work design.

1.5 QUALITY ASSURANCE

A. General: All form materials shall be new at start of work. Produce high quality concrete construction. Minimize defects due to joints, deflection of forms, roughness of forms, nonconforming materials, concrete or workmanship.

B. Reuse of Forms: Plywood forms may be reused, if thoroughly cleaned of all dirt, mortar, and foreign materials, and undamaged at edges and contact face. Reuse shall be subject to permission from the Landscape Architect without exception and issued in writing. Reuse of any panel which will produce a blemish on exposed concrete will not be permitted.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Form Materials:

1. Non-Exposed Surface Formwork Facing: Forms for concrete, which is not exposed to view, may be of plywood as specified for exposed surfaces, or square edge 1x nominal Douglas Fir, Construction Grade, S4S.
2. Exposed Surface Formwork Facing:
   a. Forms for all exterior and interior concrete flat surfaces unless otherwise specified as board formed shall be new Douglas Fir Plywood (APA) ply, 5/8-inch, B-B Plyform, Class 1, Exterior Type, oiled and edged and edge-sealed conforming to U.S. Product Standard PS 1 in large sheet sizes to achieve joint patterns shown.
   b. All exposed concrete edges shall be chamfered 3/4" minimum or as noted on the drawings.
3. Exposed Surface Formwork - Special Pattern Form Liner:
   a. Forms for all exterior and interior concrete flat surfaces indicated shall be as designated by Landscape Architect.

B. Earth Forms: Allowed, subject to soil standing in excavations without ravel or caving.

C. Form Release Agent: Spray-on compound, not affecting color, bond or subsequent treatment of concrete surfaces. Maximum VOC content shall comply with local requirements and California Green Building Code.

D. Accessories: Types recommended by manufacturers or referenced standards to suit conditions indicated;

1. Anchors, spacers, void in-fill materials: sized to resist imposed loads.
2. Form Ties: Prefabricated rod, flat band, or wire snap ties with 1" break-back or threaded internal disconnecting type with external holding devices of adequate bearing area. Ties shall permit tightening and spreading of forms and leave no metal closer than 1" to surface.

E. Corner Chamfers and Rustications: Filleted, wood strip or foam type; sizes and shapes as detailed, or 3/4 x 3/4-inch size minimum if not detailed; maximum possible lengths.

F. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

G. Foam Block Formwork: For use only where specified on drawings to create void space under or within concrete. ASTM D6817.

Use Case	InsulFoam Geofoam (or equivalent)	Maximum Density (pcf)	Compressive Resistance at 1% Deformation (psi)	Compressive Resistance at 5% Deformation (psi)	Compressive Resistance at 10% Deformation (psi)
1) Void formwork	EPS-15	0.90	3.6	8.0	10.2
2) Planters	EPS-19	1.14	5.8	13.1	16.0
3) Pedestrian Loads (<=100psf)	EPS-22	1.35	7.3	16.7	19.6
4) Vehicular Loads and Sidewalks (<= 250psf)	EPS-39	2.40	15.0	35.0	40.0

PART 3 – EXECUTION

3.1 EXAMINATION

A. Inspect the substrate and the conditions under which concrete formwork is to be performed. Correct conditions are detrimental to timely and proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected. Commencement of work indicates acceptance of substrates and conditions.

B. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.2 EARTH FORMS

A. If natural soil or compacted fill can be accurately cut and maintained, foundations and grade beams may be poured against earth without forming. Provide positive protection of trench top corners.

B. Maintain earth forms free of water and foreign materials.

3.3 ERECTION – FORMWORK

A. General: Construct formwork in accordance with calculations, and recommendations of ACI PRC-347. Construct forms to the sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in finished structure. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required. Use selected materials to obtain required finishes.

1. Construct cambers specified in concrete members and slabs in the formwork.
2. Schedule the work and notify other trades in ample time so that provisions for their work in the formwork can be made without delaying progress of the project. Install all sleeves, pipes, etc. for building services systems, or other work. Secure information about and provide for all openings, offsets, recessed nailing blocks, channel chases, anchors, ties, inserts, etc. in the formwork before concrete placement.
3. Deflection: Formwork and concrete with excessive deflection after concrete placement will be rejected. Excessive deflection is that which will produce visible and noticeable waves in the finished concrete.
4. Measure formwork for elevated structural slabs, columns, wall elevations points of maximum camber and submit in writing to the Engineer prior to placing concrete.

B. Formwork Construction: Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI SPEC-301. Uniform, substantial and sufficiently tight to prevent leakage of concrete paste, readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials. Tie, brace, shore, and support to insure stability against pressures from any source, without failure of any component part and without excessive deflection. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.

C. Provide all openings, offsets, inserts, anchorages, blocking, and other features of the work as shown or required. See INSERTS, EMBEDDED PARTS, AND OPENINGS for detailed requirements.

D. Warped, checked, or scuffed forms will be rejected.

E. Maintain membranes, reinforcing and other work free of damage; protect with plywood runway boards or other positive, durable means.

F. Align joints and make watertight. Keep form joints to a minimum.

G. Provide fillet and chamfer strips on external corners of exposed locations and as indicated to form patterns in finished work. Extend patterns around corners and into alcoves, on backs of columns and similar locations not otherwise shown.

1. Produce beveled, smooth, solid, unbroken lines, except as otherwise indicated to conform to patterns.
2. Form corners and chamfers with 3/4-inch x 3/4-inch strips, unless otherwise indicated, accurately formed and surfaced to produce uniformly straight lines and tight edge joints. Extend terminal edges to required limit and miter chamfer at changes in direction.

H. Unexposed corners may be formed either square or chamfered.

I. Ties and Spreaders: Arrange in a pattern acceptable to the Landscape Architect when exposed. Snap-ties may be used except at joints between pours where threaded internal disconnecting type shall be used.

J. Coordinate this section with other sections of work that require attachment of components to formwork.

K. Reglets and Rebates: Accurately locate, size, and form all reglets and rebates required to receive work of other trades, including flashing, frames, and equipment.

3.4 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

C. Do not allow excess form coating material to accumulate in the forms or to come into contact with reinforcement or surfaces which will be bonded to fresh concrete.

D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork will be rejected.

E. Leave no residue or stain on the face of the concrete, nor affect bonding of subsequent finishes or work specified in other sections.

3.5 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Provide formed openings where required for items to be embedded in passing through concrete work.

1. Provide openings in concrete formwork to accommodate work of other sections including those under separate contracts (if any). Size and location of openings, recesses and chases shall be in accordance with the section requiring such items. Accurately place and securely support items to be built into forms.

B. Construction Joints: Construct and locate generally as indicated on Drawings and only at locations approved by Structural Engineer, so as not to impair the strength of the structure. Form keys in all cold joints shown or required.

C. Locate and set in place items that will be cast directly into concrete.

D. Rough Hardware and Miscellaneous Metal: Set inserts, sleeves, bolts, anchors, angles, and other items to be embedded in concrete. Set embedded bolts and sleeves for equipment to template and approved shop drawings prepared by trades supplying equipment.

E. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.

F. Wood Inserts and Nailers: Provide approved preservative-treated lumber. Set all required nailing blocks, grounds, and other inserts as required to produce results shown. Wood plugs shall not be used.

G. Install accessories in accordance with manufacturer's instructions, so they are straight, level, and plumb. Ensure items are not disturbed during concrete placement.

H. Piping: Do not embed piping in structural concrete unless locations are specifically approved by Structural Engineer.

I. Conduit: Place conduit below slabs-on-grade and only as specifically detailed on structural drawings. Minimum clear distance between conduits shall be 3 diameters. Location shall be subject to Engineer's written approval and shall not impair the strength of the structure.

J. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

1. Provide openings for the introduction of vibrators at intervals necessary for proper placement.
2. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

K. Install Form Liner inserts in accordance with manufacturer's recommendations, to produce patterns and textures indicated.

L. Install waterstops in accordance with manufacturer's recommendations to provide continuous waterproof barrier.

3.6 FORM CLEANING

A. Clean forms as erection proceeds, remove foreign matter within forms.

B. Clean formed cavities of debris prior to placing concrete.

1. Remove all dirt, chips, sawdust, rubbish, water and foreign materials detrimental to concrete.
2. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.7 FOOTINGS

A. Verify elevations and provide final excavation required for footings prior to placing of concrete.

3.8 EQUIPMENT BASES

A. Form concrete bases for all mechanical and electrical equipment in accordance with approved shop details furnished by other sections.

B. Sizes and locations as indicated and as required to produce results shown.

C. Provide coved base for all equipment bases placed on concrete slabs.

3.9 FORMWORK TOLERANCES

A. Construct formwork to maintain tolerances required by ACI SPEC-301.

3.10 FOAM BLOCK FORMWORK

A. Blocks shall be placed on prepared leveling course for level bearing. Place adjacent blocks in tight contact together. Where placed in multiple layers, orient long axis of upper layer at 90° to lower layer, and so forth for subsequent layers. Anchor blocks as required to prevent movement prior to and during concrete placement. Do not expose to hydrocarbons, solvents, or coal tar.

3.11 FIELD QUALITY CONTROL

A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and to verify that supports, fastenings, wedges, ties, and items are secure.

B. Do not reuse wood formwork more than 2 times for concrete surfaces to be exposed to view. Do not patch formwork.

C. Clean and repair surfaces to be re-used in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact surfaces as specified for new formwork.

D. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets.

3.12 FORM REMOVAL

A. Do not loosen or remove forms before minimum curing period has elapsed without employment of appropriate alternate curing methods, approved by the Landscape Architect in writing.

B. Remove forms without damage to the concrete using means to ensure complete safety of the structure and without damage to exposed beams, columns, wall edges, chamfers and inserts. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

C. Do not remove forms until the concrete has hardened sufficiently to permit safe removal and the concrete has attained sufficient strength to safely support imposed loads. The minimum elapsed time for removal of forms after concrete has been placed shall be as follows:

1. Columns and Walls: 7 days, provided members are not subjected to overhead loads.
2. Retaining Walls: 21 days minimum.
3. Footings: 7 days minimum. If backfilled immediately, side forms may be removed 24 hours after concrete is placed.
4. Beams, elevated slab, and similar overhead conditions: 28 days unless adequate shoring is provided.

D. Durations listed above are minimums and are subject to extension at the sole judgment of the Engineer.

E. Reshoring: Reshore members where and if required by Formwork Design Engineer.

F. Do not subject concrete to superimposed loads (structure or construction) until it has attained full specified design strength, nor for a period of at least 14 days after placing.

G. Store removed forms to prevent damage to form materials or to fresh concrete. Discard damaged forms.

3.13 CLEANING

A. Remove excess material and debris associated with this work from the job site.

END OF SECTION

SECTION 032000 - CONCRETE REINFORCING

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:

1. Reinforcing steel work for all concrete and masonry work as indicated on the drawings and specified herein.
2. Coordinate this work with other work affected by these operations, such as forms, electrical work, mechanical work, structural steel, masonry and concrete.

B. Related Sections:

1. Pertinent Sections of Division 01 specifying Quality Control and Testing Laboratory services.
2. Pertinent Sections of Divisions 03 specifying concrete construction.
3. Pertinent Sections of Divisions 04 specifying masonry construction.
4. Pertinent Sections of other Divisions specifying work to be embedded in concrete or work penetrating concrete work.

1.2 REFERENCE STANDARDS

A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC) Chapter 19 Concrete.

B. American Concrete Institute (ACI) SPEC-301 “Specifications for Concrete Construction”.

C. ACI CODE-318 “Building Code Requirements for Structural Concrete and Commentary”.

D. ACI MNL-066 “ACI Detailing Manual”.

E. ASTM International (ASTM) A1064 “Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete”.

F. ASTM A615 “Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement”.

G. ASTM A706 “Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement”.

H. American Welding Society (AWS) D1.4 – “Structural Welding Code - Steel Reinforcing Bars”.

I. Concrete Reinforcing Steel Institute (CRSI) - “Manual of Standard Practice”.

J. CRSI - “Placing Reinforcing Bars”.

1.3 SUBMITTALS

A. Submit in accordance with pertinent sections of Division 01 specifying submittal procedures. Submit for review prior to fabrication.

B. Limitation of Review: Structural Engineer's review will be for general conformance with design intent as indicated in the Contract Documents and does not relieve Contractor of full responsibility for conformance with the Contract Documents. The General Contractor shall review and approve shop drawings prior to submittal to the Engineer.

C. Shop Drawings: Show complete fabrication and placing details of all reinforcing steel. Comply with requirements of ACI MNL-66. Include:

1. Bar sizes and schedules;
2. Shapes of bent bars, layout and spacing of bars, location of splices.
3. Stirrup spacing, arrangements and assemblies,
4. References to Contract Document detail numbers and designations.
5. Wall elevations corresponding to elevations shown in Contract Documents.

D. Product Data: Submit manufacturer's product data, specifications, location and installation instructions for proprietary materials and reinforcement accessories. Provide samples of these items upon request.

E. Certificates: Submit all certifications of physical and chemical properties of steel for each heat number as manufactured, including location of material in structure as specified below in Article titled QUALITY ASSURANCE. All materials supplied shall be tagged with heat numbers matching submitted Mill Test Report analyses.

F. Samples: Provide to the Owner's Testing laboratory as specified in Article SOURCE QUALITY CONTROL.

1.4 QUALITY ASSURANCE

A. Perform work of this Section in accordance with the CRSI “Manual of Standard Practice”, CRSI “Placing Reinforcing Bars”, ACI SPEC-301, and ACI CODE-318.

B. Requirements of Regulatory Agencies, refer to pertinent Sections of Division 01 and CBC.

C. Certification and Identification of Materials and Uses: Provide Owner's Testing Agency with access to fabrication plant to facilitate inspection of reinforcement. Provide notification of commencement and duration of shop fabrication in sufficient time to allow inspection and all material identification/test information listed below.

1. Provide manufacturer's Mill Test Reports for all materials. Include chemical and physical properties of the material for each heat number manufactured. Tag all fabricated materials with heat number.
2. Provide letter certifying all materials supplied are from heat numbers covered by supplied mill certificates. Include in letter the physical location of each grade of reinforcing and/or heat number in the project (i.e. foundations, walls, etc.).

3. Unidentified Material Tests: Where identification of materials by heat number to mill tests cannot be made, Owner's Testing Agency shall test unidentified materials as described below.

D. Testing and Inspection: Tests and Inspections required by Independent Testing Agency are specified below in Articles SOURCE QUALITY CONTROL and FIELD QUALITY CONTROL. Duties and limitations of Independent Testing Agency, test costs and test reports in conformance with pertinent Sections of Division 01.

1.5 DELIVERY, STORAGE AND HANDLING

A. Comply with pertinent requirements of Division 01.

B. Deliver reinforcement to project site in bundles marked with durable tags indicating heat number, mill, bar size and length, proposed location in the structure and other information corresponding with markings shown on placement diagrams.

C. Handle and store materials above ground to prevent damage, contamination or accumulation of dirt or rust.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Reinforcing Steel: Deformed billet steel bars, ASTM A706 Grade 60 or ASTM A615 Grade 60.

1. Welded reinforcement shall be ASTM A706, or A615 meeting carbon requirements of AWS D1.4. Welding shall conform with AWS D1.4.
2. All reinforcement to be unfinished.
3. ASTM A615 reinforcement at special structural concrete walls, concrete coupling beams, and special concrete moment frames shall have maximum yield stress of 78,000 psi and the tensile strength shall be greater than 125% of the actual yield strength. Test ASTM A615 reinforcement for conformance to these criteria prior to fabrication and/or installation.

B. Welded Wire Reinforcement: ASTM A1064.

C. Tie Wire: No. 16 AWG or heavier, black annealed.

D. Concrete Blocks: On-grade conditions only, as required to support reinforcing bars in position.

E. Reinforcing Supports: Plastic or galvanized steel chairs, bolsters, bar supports, or spacers sized and shaped for adequate support of reinforcement and construction loads imposed during concrete placement, meeting ACI and CRSI standards.
1. For use over formwork: Galvanized wire bar type supports complying with CRSI recommendations. Provide plastic tips where exposed to view or weather after removal of formwork. Do not use wood, brick, or other unacceptable materials.

F. Reinforcement Splice Couplers: For use only where specified on drawings. Submit other locations proposed for use to Engineer for review. "L-Series Bar Lock" Coupler Systems for Splicing Reinforcement Bars, UES ER-0319, by Dayton-Superior Corporation.

2.2 FABRICATION

A. Fabricate concrete reinforcing in accordance with CRSI (DA4), unless specifically shown otherwise. Details not specifically shown or indicated shall conform to SP-066 and specified codes and standards.

1. Accurately shop-fabricate to shapes, bends, sizes, gauges and lengths indicated or otherwise required.
2. Bend bars once only. Discard bars improperly bent due to fabricating or other errors and provide new material; do not re-bend or straighten unless specifically indicated. Rebending of reinforcement in the field is not allowed.
3. Do not bend reinforcement in a manner that will injure or weaken the material or the embedding concrete.
4. Do not heat reinforcement for bending. Heat-bent materials will be rejected.

B. Unacceptable materials: Reinforcement with any of the following defects will not be permitted in the work.

1. Bar lengths, depths and bends exceeding specified fabrication tolerances.
2. Bends or kinks not indicated on Drawings or final shop drawings.
3. Bars with reduced cross-section due to rusting or other cause.

C. Tag reinforcement with durable identification to facilitate sorting and placing.

D. Shop Fusion Welded Stirrup/Tie/Spiral Cages

1. Shop fusion welding of stirrup/tie/spiral cages is permitted to aid in fabrication and handling. The following requirements shall be met.
2. All reinforcing bars receiving weld shall be ASTM A706.
3. Longitudinal holding wires shall be ASTM A1064.
4. Shop welding shall be performed by machines under a continuous, controlled process.
5. Quality control tests shall be performed on shop-welded specimens and the test results shall be available, upon request, to the Engineer.
6. Tack welding of reinforcing steel is not permitted.
7. Welding of any type shall not occur at 90°, 135°, or 180° bends. Circular ties and spirals may be shop fusion welded outside of areas with 90°, 135°, or 180° hook bends.
8. Longitudinal bars shall not be welded to stirrups/ties/spirals.

2.3 SOURCE QUALITY CONTROL

A. The Testing Agency, as specified in the Article QUALITY ASSURANCE, will perform the following:

1. Material Testing:
   a. Identified Steel: When samples are taken from bundled steel identified by heat number, matched with accompanying mill analyses as delivered from the mill, supplemental testing of reinforcing steel is not required.

b. Unidentified Steel: When identification of materials by heat number matched to accompanying mill analyses cannot be made, perform one tensile test and one bend test per each two and one-half tons or fraction thereof for each required size of reinforcing steel. Tests of unidentified steel shall be performed by the Owner's Testing Agency and costs for these tests shall be paid by the Contractor by deductive change order.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Inspect the conditions under which concrete reinforcement is to be placed. Do not proceed with the work until unsatisfactory conditions have been corrected.

B. Coordinate with work of other sections to avoid conflicts or interference. Bring conflicts between reinforcement and other elements to Landscape Architect's attention. Resolve conflicts before concrete is placed.

C. Notify Structural Engineer, and Authority Having Jurisdiction for review of steel placement not less than 48 hours before placing concrete.

3.2 PLACEMENT

A. General: Comply with the specified codes and standards, and Concrete Reinforcing Steel Institute recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

B. Clean bars free of substances which are detrimental to bonding. Maintain reinforcement clean until embedded in concrete.

C. Place reinforcement to obtain the minimum coverages for concrete protection. Do not deviate from required position. Maintain required distance, spacing and clearance between bars, forms, and ground.

D. Location and Support: Provide metal chairs, runners, bolsters, spacers and hangers, as required.

E. Provide additional steel reinforcement as necessary or as directed, to act as spreaders or separators to maintain proper positioning.

F. Tying and Attachment: Securely tie at all intersections and supports with wire. Prevent dislocation or movement during placement of concrete. Direct twisted ends of wire ties away from exposed concrete surfaces.

G. Separate reinforcing from pipes or conduits with approved non-metallic separators. Do not use wood or steel form stakes or reinforcement used as stakes as support for reinforcement.

H. Accommodate placement of formed openings required by other sections.

I. Obstructions:

1. Where obstructions, block-outs, or penetrations (conduits, raceways, ductwork) prevent continuous placement of reinforcement as indicated, provide additional reinforcing as detailed and as directed by the Structural Engineer to supplement the indicated reinforcement around the obstruction.
2. Place additional trim bars, ties, stirrups, or other elements as detailed and as directed at all opening, sleeves, pipes or other penetrations through structural elements.

J. Welded Wire Reinforcement: Reinforce slabs with 6"x 6"-W1.4 x W1.4 welded wire reinforcement reinforcing, unless otherwise noted on drawings.

1. Provide flat sheets only, no rolls. Straighten, cut to required size, and lay out flat in place.
2. Securely wire-tie reinforcement to other reinforcement at frequent intervals.
3. Extend reinforcement over supporting beams and walls, and to within 1 inch of edge of slabs, construction joints, and expansion joints.
4. Support reinforcement in mid-depth of slab.
5. Lift reinforcement at intervals as slab concrete is placed, ensure proper embedment.

3.3 REINFORCING SPACING AND COVERAGE

A. Spacing: Do not space bars closer than four (4) diameters of the largest of two adjacent bars, except at bar laps, which shall be placed such that a minimum of 2 bar diameters is clear between bars.

B. Where reinforcing in members is placed in two layers, the distance between layers shall not be less than four bar diameters of the largest bar and the bars in the upper layers shall be placed directly above those in the bottom layer, unless otherwise detailed or dimensioned.

C. Coverage of bars (including stirrups and columns ties) shall be as follows, unless otherwise shown:

1. Concrete cast against earth or grade: 3 inches.
2. Concrete exposed to weather or formed and exposed to earth:
   a. #5 & smaller: 1-1/2 inches.
   b. #6 & larger: 2 inches.
3. Concrete not exposed to earth or weather:
   a. #5 & smaller: 1 inch.
   b. #6 & larger: 1-1/2 inches.

3.4 DOWELS, SPLICES, OFFSETS AND BENDS

A. Provide standard reinforcement splices at splices, corners, and intersections by lapping ends, placing bars in contact, and tightly tying with wire at each end. Comply with details shown on structural drawings and requirements of ACI CODE-318.

B. Provide minimum 1-1/2-inch clearance between sets of splices. Stagger splices in horizontal bars so that adjacent splices will be 4 feet apart.

C. Laps of welded wire reinforcement shall be at least two times the spacing of the members in the direction lapped but not less than twelve inches.

D. Splices of reinforcement shall not be made at points of maximum stress. Provide splice lengths as noted on the structural drawings, with sufficient lap to transfer the stress between bars by bond and shear.

E. Spacing:

1. Space bars minimum distance specified and all lapped bars 2 bar diameters (minimum) clear of the next bar.
2. Stagger splices of adjacent bars where possible and where required to maintain bar clearance.
3. Beam or slab top bars shall be spliced mid-span of column support and bottom bars spliced at column supports.
4. Request Engineer review prior to placement for all splices not shown on the drawings.

F. Reinforcement Couplers: Install at all locations indicated. Install couplers in accordance with manufacturer's recommendations.

3.5 WELDING

A. No reinforcing shall be welded unless specifically indicated. No reinforcing shall be welded without prior approval of the Structural Engineer and the Authority Having Jurisdiction.

B. Only when so approved for use as noted above, all welding shall conform to AWS D1.4, ACI CODE-318, and the following;
1. All welding performed by certified welders.
2. All reinforcement requires preheat prior to welding. All preheat and welding shall be continuously inspected by the Testing Agency.

3.6 MISPLACED REINFORCEMENT

A. Notify Engineer immediately if reinforcing bars are known to be misplaced after concrete has been placed.

B. Perform no correction or cutting without specific direction. Do not bend or kink misplaced bars.

C. Correct misplaced reinforcing only as directed in writing by the Engineer. Bear all costs of redesign, new, or additional reinforcing required because of misplaced bars at Contractor's expense.

3.7 FIELD QUALITY CONTROL

A. The Testing Agency as specified in the Article QUALITY ASSURANCE, will inspect the work for conformance to contract documents before concrete placement.

1. Inspection: Provide inspection and verification of installed reinforcement. Confirm that the surface of the rebar is free of form release oil or other coatings.
2. Inspect all preheat and welding activities for steel reinforcement, when these occur.
3. Exception: Shallow foundations & non-structural slabs-on-grade supporting buildings of no greater than three stories and either of concrete design strength 2500psi (or greater) or supporting light-frame construction do not require special inspection. Non-structural patios, driveways, and sidewalks do not require special inspection.

3.8 CLEANING

A. Remove excess material and debris associated with this work from the job site.

END OF SECTION

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes: Provide all labor, materials, equipment and services to complete all concrete work required, including, but not limited to, the following:

1. Foundations, beams, columns, elevated slabs, slabs-on-ground, walls, and retaining walls.
2. Installation of all bolts, inserts, sleeves, connections, etc. in the concrete.
3. Joint devices associated with concrete work.
4. Miscellaneous concrete elements, including, but not limited to equipment pads, light pole bases, flagpole bases, thrust blocks, and manholes.
5. Concrete curing.
6. Coordination with other sections:
   a. Make all preparations and do all work necessary to receive or adjoin other work. Install all bolts and anchors, including those furnished by other sections, into formwork and provide all required blocking.
   b. Install all accessories embedded in the concrete and provide all holes, blockouts and similar provisions necessary for the work of other sections. Provide all patching or cutting made necessary by failure or delay in complying with this requirement at the Contractor's expense.
   c. Coordinate with other sections for the accurate location of embedded accessories.

B. Related Sections:

1. Pertinent Sections of Division 01 specifying Quality Control and Testing Laboratory services.
2. Pertinent Sections of Division 03 specifying concrete construction.
3. Pertinent Sections of other Divisions specifying work to be embedded in concrete or work penetrating concrete.
4. Pertinent sections of other Divisions specifying floor finishes and sealants applied to concrete substrates.

1.2 REFERENCES

A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC) Chapter 19 Concrete.

B. American Concrete Institute (ACI) PRC-211.1 “Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete”

C. ACI PRC-213 “Guide for Structural Lightweight-Aggregate Concrete”.

D. ACI SPEC-301 “Specifications for Concrete Construction”.

E. ACI PRC-302.1 “Guide for Concrete Floor and Slab Construction”.

F. ACI PRC-304 “Guide for Measuring, Mixing, Transporting, and Placing Concrete”.

G. ACI SPEC-305.1 “Specification for Hot Weather Concreting”.

H. ACI SPEC-306.1 “Standard Specification for Cold Weather Concreting”.

I. ACI SPEC-308.1 “Specification for Curing Concrete”.

J. ACI CODE-318 “Building Code Requirements for Structural Concrete and Commentary”.

1.3 SUBMITTALS

A. Submit in accordance with pertinent sections of Division 01 specifying submittal procedures. The General Contractor shall review and approve shop drawings prior to submittal to the Engineer. Submittals that do not meet these requirements will be returned for correction without review. Submit for review prior to fabrication.

B. Limitation of Review: Structural Engineer's review will be for general conformance with design intent as indicated in the Contract Documents and does not relieve Contractor of full responsibility for conformance with the Contract Documents.

C. Product Data: Submit manufacturers' data on manufactured products and other concrete related materials such as bond breakers, cure/sealer, admixtures, etc. Demonstrate compliance with specified characteristics. Provide samples of items upon request.

D. Mix Designs: Submit Mix Designs for each structural concrete type required for work per requirements of articles CONCRETE MIXES and QUALITY ASSURANCE. Resubmit revised designs for review if original designs are adjusted or changed for any reason. Non-Structural mixes need not be submitted for review by Structural Engineer.

E. Shop Drawings: Proposed location of construction and cold joints. Proposed location of all slab construction/dowel joints, control joints, and blockouts.

F. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent construction for concrete accessories.

G. Batch Plant Ticket: Include with delivery of each load of concrete. Provide ticket to the Testing Agency and the Engineer as separate submittals. Concrete delivered to the site without such ticket shall be rejected and returned to the plant. Each ticket shall include all information specified in Article SOURCE QUALITY CONTROL below.

H. Engineering Analysis: Prepared by a California-licensed Civil or Structural Engineer, justifying construction-imposed loads on slabs, beams, and walls which exceed those allowed by CBC for the specified use.

1. 2000 lbs maximum allowable construction load without analysis.
2. 10,000 lbs maximum allowable construction load with analysis.

I. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

1.4 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI SPEC-301 and ACI CODE-318.

B. Concrete construction verification and inspection to conform to CBC 1705.3.

C. Common Sourcing: Provide each of the following materials from consistent sources for entire project.

1. Cement.
2. Fly ash.
3. Aggregate.
4. Slag Cement.

D. Follow requirements of ACI SPEC-305.1 when concreting during hot weather. Follow requirements of ACI SPEC-306.1 when concreting during cold weather.

E. Services by the Independent Testing Agency (includes "Special" Inspections) as specified in this Section and as follows:

1. Perform tests and inspections specified below in articles SOURCE QUALITY CONTROL and FIELD QUALITY CONTROL. Duties and limitations of Independent Testing Agency, test costs and reports to be in conformance with pertinent Sections of Division 01.

F. Contractor shall bear the entire cost of remediation, removal, and/or replacement of concrete determined defective or non-conforming, including Engineer fees for redesign.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Materials specified by brand name shall be delivered in unbroken packages bearing manufacturer's label and shall be brand specified or an approved equal.

B. Delivery, Handling and Storage of other materials shall conform to the applicable sections of the current editions of the various reference standards listed in this Section.

C. Protect materials from weather or other damage. Sort to prevent inclusion of foreign materials.

D. Specific Requirements:

1. Cement: Protect against dampness, contamination, and warehouse set. Store in weather tight enclosures.
2. Aggregates: Prevent excessive segregation, or contamination with other materials or other sizes of aggregates. Use only one supply source for each aggregate stockpile.
3. Admixtures:
   a. Store to prevent contamination, evaporation, or damage.
   b. Protect liquid admixtures from freezing and extreme temperature ranges.
   c. Agitate emulsions prior to use.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather (Freezing or near-freezing temperatures) per ACI SPEC-306.1:

1. Heat concrete materials before mixing, as necessary to deposit concrete at a temperature of at least 50°F but not more than 90°F.
2. Do not place concrete during freezing, near-freezing weather, snow, rain or sleet unless protection from moisture and/or cold is provided.
3. Protect from freezing and maintain at a temperature of at least 50°F for not less than seven days after placing. Take special precautions to protect transit-mixed concrete.
4. No salts, chemical protection or admixture are permitted without written approval of Engineer.
5. Contractor shall maintain an air temperature log for the first 7 days after placement with entry intervals not to exceed 8 hours.

B. Hot Weather per ACI SPEC-305.1:

1. Cool concrete materials before mixing, or add ice in lieu of mix water as necessary to deposit concrete at a temperature below 85°F.
2. Do not place concrete in hot/windy weather without Engineer review of procedures.
3. Provide sunshades and/or wind breakers to protect concrete during finishing and immediate curing operations. Do not place slab concrete at air temperature exceeding 90°F.
4. Provide modified mix designs, adding retarders to improve initial set times and applying evaporation reducers during hot/windy weather for review by Independent Testing Agency prior to use.

1.7 SCHEDULING AND SEQUENCING

A. Organize the work and employ shop and field crew(s) of sufficient size to minimize inspections by the Testing Agency.

B. Provide schedule and sequence information to Testing Agency in writing upon request. Update information as work progresses.

PART 2 – PRODUCTS

2.1 FORMWORK

A. Comply with requirements of Section 03 1000.

2.2 REINFORCEMENT

A. Comply with requirements of Section 03 2000.

2.3 MATERIALS

A. General Requirements: All materials shall be new and best of their class or kind. All materials found defective, unsuitable, or not as specified, will be condemned and promptly removed from the premises.

B. Cementitious Materials:

1. Portland Cement: ASTM C150, Type II, low alkali conforming to CBC 1903.1.
2. Fly Ash (Pozzolan): ASTM C618, Class F.
3. Slag Cement: ASTM C989, Grade 100 or 120.

C. Concrete Aggregates:

1. Coarse and Fine Aggregates: ASTM C33; Stone aggregate and sand. Specific source aggregate and/or sand or shrinkage characteristics as required for class of concrete specified.
2. Lightweight aggregate: ASTM C330 and C332.
3. Source shall remain constant throughout the duration of the job. The exact portions of the fine aggregates and coarse aggregates to be used in the mix shall be determined by the mix design.
4. Recycled concrete products: Returned plastic concrete may not be used in a mix. Recycled Concrete Aggregate (RCA) is not permitted. Reclaimed coarse aggregate is permitted and shall comply with ASTM C33. Reclaimed fine aggregate is not permitted.

D. Water: ASTM C1602. Potable, clean, from domestic source.

E. Admixtures: All admixtures shall be used in strict accordance with the manufacturer's recommendations. Admixtures containing calcium chlorides or other accelerators shall not be used without the approval of the Engineer and the Owner's Testing Laboratory.

1. Normal or Mid Range Water Reducing Admixtures: ASTM C494 Type A, “MasterPozzolith” series or "MasterPolyheed" series by Master Builders Solutions, "WRDA" series by W.R. Grace, or equal.
2. Water Reducing Admixture and Retarder: ASTM C494 Type B or D, "MasterSet R” series or “MasterSet DELVO” series by Master Builders Solutions, "Plastiflow-R" by Nox-crete, or equal.
3. High Range Water-Reducing Admixtures: ASTM C494 Type F, "MasterRheoBuild 1000" or “MasterGlenium” series by Master Builders Solutions or equal.
4. Air Entraining Admixtures: ASTM C260, “MasterAir” series by Master Builders Solutions or equal.
5. Viscosity Modifiers: ASTM C494 Type S, “MasterMatrix VMA” series by Master Builders Solutions or equal..

F. Slurry: Same proportion of cement to fine aggregates used in the regular concrete mix (i.e. only coarse aggregate omitted); well mixed with water to produce a thick consistency.

G. High Strength Grout: See section 05 1200 or 05 1100 for requirements.

H. Dry Pack: Dry pack (used only for cosmetic concrete repairs) shall consist of:

1. One part cement to 2-1/2 parts fine aggregate (screen out all materials retained on No.4 sieve), mixed with a minimum amount of water, added in small amounts.
2. Mix to consistency such that a ball of the mixture compressed in the hand will retain its shape, showing finger marks, but without showing any surface water.

2.4 ACCESSORIES

A. Bonding Agent: ASTM C881, Type II Grade 2 Class B or C. Do not allow epoxy to set before placing fresh concrete.

1. “MasterEmaco ADH 326” by Master Builders Solutions;
2. “Rezi-Weld 1000” by W.R. Meadows.

B. Chemical Hardener: Fluorosilicate solution designed for densification of cured concrete slabs. “MasterKure HD 300 WB” by Master Builders Solutions, "LIQUI-HARD" W.R. Meadows Co, or equal.

C. Moisture-Retaining Cover: ASTM C171, type 1, one of the following;

1. Regular Curing Paper, Type I, reinforced waterproof: Fortifiber Corporation "Orange Label Sisalkraft", "Pabcotite" paper, or equal.
2. Polyethylene Film: ASTM D 2103, 4 mil thick, clear or white color.
3. White-burlap-polyethylene sheet, weighing not less than 10 oz/per linear yd.

D. Liquid Curing Compound: ASTM C 309, Type 1, Class B, clear or translucent, 25% minimum solids, water base acrylic cure/sealer which will not discolor concrete and compatible with bonding of finishes specified in related sections. W.R. Meadows Co. “Vocomp 25” or equal. Maximum VOC content shall comply with local requirements and California Green Building Code.

E. Under Slab Water Vapor Retarder: Vapor retarder sheet to be ASTM E1745 Class A; 15 mil, single ply extruded polyolefin; permeance no greater than 0.01 U.S. Perms per ASTM E154, ASTM E96 procedure B or ASTM F1249.

1. “Stego Wrap Vapor Barrier (15mil)” by Stego Industries LLC.
2. “Vaporguard” by Reef Industries.
3. Approved Equal.

F. Evaporation Reducer: "MasterKure ER 50”, by Master Builders Solutions.

G. Permeability Reducer: Use only where specifically referred to.

1. ASTMC494 Type S.
2. Admixture Type: Xypex Chemical Corporation "XYPEX Admix C-500", Master Builders Solutions “MasterLife 300” series. Dosage: per manufacturer.
3. Surface-Applied Type: Xypex Chemical Corporation "XYPEX Concentrate. Brush application: 1.25-1.50lb/sq. yd., 5 parts powder to 2 parts water. Master Builders Solutions “MasterSeal 500”. Slurry coat: one part water to 2.25-2.5 parts powder by volume.
4. Approved equal.

2.5 JOINT DEVICES AND MATERIALS

A. Waterstops: Resilient type, meeting Corps of Engineers CRD-C 572. Consult manufacturer for appropriate product for specific use. Submit for review. Install per manufacturers recommendation. Provide W. R. Meadows “Seal Tight” PVC waterstop, Sika “Greenstreak” PVC waterstop, or approved equal.

B. Expansion Joint Filler: ASTM D1751, Nonextruding, resilient asphalt impregnated fiberboard or felt, 3/8-inch thick and 4-inches deep; tongue and groove profile.

1. Products: "Serviced Products", W.R. Meadows, Inc., "National Expansion Joint Company", "Celotex Corporation", or equal.

C. Joint Filler: ASTM D944, Compressible asphalt mastic with felt facers, ¼-inch thick and 4-inches deep.

D. Sealant and Primer: As specified in Section 07 9000.

E. Slab Joint Sealant: Compatible with floor finishes specified in related sections.

2.6 CONCRETE MIXES

A. General requirements for mix design and submittal of structural class concrete:

1. Provide Contractor submittals to Engineer not less than 15 days before placing concrete.
2. Contractor shall review mix designs and proposed placing requirements prior to submittal for compatibility to ensure that the concrete as designed can be placed in accordance with the drawings and specifications.
3. Changes or revisions require re-submittal: All variations to approved mix designs, including changing type and/or quantity of admixtures shall be resubmitted to the Engineer for review prior to use.
4. Mix design(s) for all structural classes of concrete to be prepared by qualified person experienced in mix design. Allow for time necessary to do trial batch testing when required.
5. Preparer to provide backup data and certify in writing that mix design meets:
   a. Requirements of the specifications for concrete durability and quality;
   b. Requirements of the California Building Code and ACI CODE-318, including break histories, trial batching test results, and/or a mix designed by a California Registered Civil Engineer per ACI CODE-318 and bearing the Engineer’s seal & signature.
6. Clearly note on mix designs with specified maximum W/CM if design permits addition of water on site or clearly identify in the mix design that no water is to be added on site.
7. Deviations: Clearly indicate proposed deviations and provide written explanation explaining how the deviating mix design(s) will provide equivalent or better concrete product(s) than those specified.
8. Include adjustments to reviewed mix designs to account for weather conditions and similar factors.

B. Proportioning - General: The following provisions apply to all mix designs:

1. Proportion concrete mixes to produce concrete of required average strength (as defined by ACI CODE-318). Select slump, aggregate sizes, shrinkage, and consistency that will allow thorough compaction without excessive puddling, spading, or vibration, and without permitting the materials to segregate, or allow free water to collect on the surface.
2. Select aggregate size and type to produce dense, uniform concrete with low to moderate shrinkage, free from rock pockets, honeycomb and other irregularities.
3. Mix designs may include water reducing and retarding admixtures to meet or exceed minimum set times (time required to place and finish) and to minimize Water-Cementitious Materials (W/CM). Minimum and maximum criteria presented in this section are guidelines and do not represent a specific mix design.
4. Cement Content: Minimum cement content indicates minimum sacks of cementitious material. Increasing cement content to increase early strengths or to achieve specified W/CM while maintaining water content is discouraged in order to minimize effects of shrinkage.
    a. Substitution of fly ash for Portland cement on an equivalent weight basis up to 25% replacement is permitted, except at high early strength concrete. Replacement in excess of 25% is not permitted unless part of a specified mix design that has been submitted for review.
    b. Substitution of slag cement for Portland cement on an equivalent weight basis up to 45% replacement is permitted, except at high early strength concrete. Replacement in excess of 45% is not permitted unless part of a specified mix design that has been submitted for review.
    c. Such substitution requests may be denied by the Engineer.
5. Water Content: Mix designs with a specified maximum W/CM may be designed with a lower WCR than specified in order to allow addition of water at the site.
6. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI SPEC-301 and this section.
    a. For trial mixtures method, employ independent testing agency acceptable to Engineer for preparing and reporting proposed mix designs.
7. Placement Options: Mix designs may, at the Contractor's option, be designed for either pump or conventional placement with aggregate size, slumps, etc. to be maintained as specified in this section.

C. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations and this section.

D. Proportioning Structural Light Weight Concrete: Comply with ACI PRC-213 recommendations and this section. Maximum cured weight of light weight concrete shall be 120 pounds per cubic feet. General Contractor is responsible for coordinating and providing light weight concrete density to meet the required fire assembly rating of the Construction Documents at the concrete depths provided in the structural drawings. General Contractor to notify the Structural Engineer for review if light weight concrete of the required density for the specified fire assembly rating cannot be sourced.

Mix Design Minimum Requirements:

Concrete Class	Coarse Aggregate Size (Inches) & Fine Aggregate[3]	Maximum W/CM or Maximum Nominal Slump & Tolerance (Inches)[1,2]	Minimum 28-Day Design Strength	Minimum Cement Sacks/per yd[4]
NON-STRUCTURAL				
1) Lean Concrete (use only where specified)	---	---	---	3.0
2) Exterior Slab on Ground (Walkways & Patios)	1" x #4	W/CM = .55	2,500	4.5
STRUCTURAL				
3) Foundation (including continuous footings, pad footings, stem walls)	1" x #4	W/CM = .53	3,000	5.0
4) Cast Slab Above Grade on Metal Deck	3/4" x #4	W/CM = .46	4,000	6.0
5) Retaining Walls	1" x #4	W/CM = .46	4,000	6.0

1. The tolerance is the maximum deviation allowable without rejection. The mix design shall be based on the nominal value specified and is without water reducing mixtures. Slump to be measured at the end of the hose.
2. The maximum W/CM is limited at time of placement as noted. No water is to be added on site such that the specified W/CM or maximum slump is exceeded without approval of the testing laboratory and the Engineer. Workability is to be achieved utilizing an acceptable mid-range to high range water reducing admixture.
3. Gradation of aggregate is per ACI CODE-318 and ASTM C33.
4. Minimum cement content includes all cementitious materials.
5. See Article 2.6E for additional requirements at interior slabs on ground.
6. See article 2.6F for additional requirements at high volume fly ash concrete.

2.7 MIXING CONCRETE

A. Batch final proportions in accordance with approved mix designs. All adjustments to approved proportions, for whatever reason, shall be reviewed by the Engineer prior to use.

B. Batch and mix concrete in accordance with ASTM C94, at an established plant. Site mixed concrete will be rejected.

C. Provide batch and transit equipment adequate for the work. Operate as necessary to provide concrete complying with specified requirements.

D. Place mixed concrete in forms within 1-1/2 hours from the time of introduction of cement and water into mixer or 300 revolutions of the drum whichever comes first. Use of, re-mixing, and/or tempering mixed concrete older than 1 hour will not be permitted.

E. Do not add water at the site to concrete mixes with a maximum specified W/CM unless the water content at batch time provides for a W/CM less than specified and this provision, including the quantity of water which may be added at the site, is specifically noted on the mix design and certification by the mix preparer. See ASTM C94 for additional requirements.

2.8 SOURCE QUALITY CONTROL

A. Services by independent Testing Agency:

1. Batch Plant Certificates: Obtain the weighmaster's Batch Plant Certificate at arrival of truck at the site. If no batch plant certificate is provided, recommend to the General Contractor that the truckload of concrete be rejected. So note in daily log, along with the location of the load of concrete in the structure if the load is not rejected.
   a. Laboratory's inspector shall obtain for each transit mixer Batch Plant Certificates to verify mix design quantities and condition upon delivery to the site.
   b. Certificates include: Date, time, ingredient quantities, water added at plant and on job, total mixer revolutions at time of placement, and time of departure.
   c. Concrete with specified water cement ratio: Add no water on site unless mix design and batch records each show additional water may be added. See ASTM C94 for additional requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify lines, levels, and dimensions before proceeding with work of this section.

B. Verify work of other sections is complete and tested as required before proceeding.

3.2 PREPARATION

A. Observation, Inspection and Testing:

1. Engineer: Notify not less than 2 working days before each concrete placement, for observation and review of reinforcing, forms, and other work prior to placement of concrete.
2. Testing Agency: Notify not less than 24-hours before each placement for inspection and testing.

B. Placement Records: Contractor shall maintain records of time, temperature and date of concrete placement including mix design and location in the structure. Retain records until completion of the contract. Make available for review by Testing Agency and Engineer.

C. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

D. Verify location, position and inclusion of all embedded and concealed items.

E. Verify installation of vapor retarder under interior slabs on ground, as specified in related section, is complete.

F. Cleaning and Preparation:

1. Remove loose dirt, mud, standing water, and foreign matter from excavations and cavities.
2. Close cleanout and inspection ports securely.
3. Thoroughly clean reinforcement and other embedded items free from loose rust and foreign matter. Maintain reinforcing securely in place. Do not place concrete on hot reinforcing.
4. At cold joints, remove laitance from previously placed concrete surface.
5. Dampen form materials and substrates on which concrete is to be placed at least 1 hour in advance of placing concrete; repeat wetting as necessary to keep surfaces damp. Do not saturate. Do not place concrete on saturated material.
   a. Thoroughly wet wood forms (except coated plywood), bottom and sides of trenches, adjacent concrete or masonry and reinforcement.
   b. Concrete slabs on base rock, dampen rock.
   c. Concrete slabs on vapor retarder, do not wet vapor retarder.
6. Verify that metal forms are clean and free of rust before applying release agent.
7. Thoroughly clean metal decking. Do not place concrete on wet deck surface.
8. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.

G. Drill holes in existing concrete at locations where new concrete is doweled to existing work. Insert steel dowels and prepare connections as detailed.

H. Do not overcut at existing concrete work to remain. Contractor is responsible for repair/replacement of overcut concrete to the Owner’s satisfaction.

3.3 PIPES AND CONDUITS IN CONCRETE

A. Slabs-on-Ground:

1. No pipe or conduit exceeding 1-inch outside diameter shall be embedded within the specified slab thickness except as specifically detailed.
2. Do not stack or abut pipes, maintain 3-inches minimum clearance.

B. Sleeving and Wrapping:

1. Foundations: Sleeve or wrap all individual pipe penetrations, minimum 1-1/2-inches clear to reinforcing all around.
   a. Sleeves: PVC. Provide 1 inch minimum clear all around O.D. pipe to I.D sleeve, UNO at ends, fill void space with mastic or plastic bituminous cement.
   b. Wrapped Vertical Pipes: Provide 1/8-inch nominal sheet foam with three wraps minimum, UNO.

c. Wrapped Horizontal Pipes: Provide 1/8-inch nominal sheet foam with eight wraps minimum, UNO.
d. Underground Fire Lines 4" and Larger: At sleeves provide 2-inch minimum clear all around O.D. pipe to I.D sleeve. At wrapped pipes, provide 1/8-inch nominal sheet foam with sixteen wraps minimum.

2. Slabs or Curbs: Wrap pipes as described above.

C. Space groups of pipes/conduits at least 3 sleeve diameters apart, do not interrupt specified concrete and reinforcement.

1. Provide block-outs as detailed when grouping of pipes/conduits in foundation or other structural member prevents spacing as described. Notify Engineer for review of any conditions not conforming to details.
2. Center pipe/conduit penetrations in the depth and/or thickness of foundations.
3. Maximum size of pipe/conduit penetrations shall not exceed the least dimension of concrete divided by 3.

D. Do not embed pipes/conduits in concrete slabs on metal deck.

E. Provide the following at pipes/conduits detailed to be embedded in a concrete beam, wall or column:

1. Place as near as possible to center of member with reinforcing as specified on each side.
2. Where reinforcing is located near or at center of member, place pipe or conduit 1 inch minimum clear from reinforcing and provide #3 at 12-inches on center perpendicular to the pipe/conduit. Reinforcing to extend 12-inches minimum past pipe/conduit each side.
3. Maintain ¾-inch clear minimum from added reinforcing to face of concrete where not exposed to weather and 1-1/2-inches clear where exposed to weather.
4. Space embedded items (groups of pipe/conduit, junction boxes or other elements) minimum 3 inches apart.
5. Provide reinforcing in walls, beams, columns as detailed for groups of pipe/conduit. Provide minimum replacement reinforcement of same size and number for interrupted or displaced reinforcement for the full height, length, width of the wall, beam, and/or column on each side of the "effective opening."

3.4 CONCRETE PLACEMENT

A. Transporting:

1. Provide clean, well-maintained equipment of sufficient quantity and capacity to execute the work and produce concrete of quality specified.
2. Handle and transport concrete from mixer to final deposit location as rapidly as practicable. Prevent separation or loss of ingredients.

B. Perform concrete placement by methods which will not puncture, damage or disturb vapor retarder membrane. Repair all damage to vapor retarder membrane before covering.

C. Placement - General: Placement, once started, shall be carried on as a continuous operation until section of approved size and shape is completed. Provide construction joints as detailed on the drawings. Engineer's written approval required for all deviations.

1. Deposition:
   a. Deposit concrete to maintain an approximately horizontal plastic surface until the completion of the unit placement.
   b. Deposit as neatly as practicable in final position, minimize re-handling or flow.
   c. Do not drop concrete freely where reinforcing bars, embeds, or obstructions occur that may cause segregation. Provide spouts, elephant trunks, or other means to prevent segregation during placement.
2. Depth: Layered placement in columns and walls shall not exceed ten feet vertical depth.
   a. Place concrete in minimum 32-inch horizontal lifts.
   b. Schedule placement to ensure that concrete will not take initial set before placement of next lift.
   c. No horizontal cold joints are allowed in columns or walls.
3. Progress Cleaning: Remove all concrete spilled on forms or reinforcing steel in portions of structure not immediately concreted. Remove completely before concrete sets.
4. Interruptions: Shut down placement operations and dispose of all remaining mixed concrete and concrete in hoppers or mixers following all interruption in placement longer than 60 minutes.
   a. If such interruption occurs, provide new or relocate existing construction joints as directed by Engineer.
   b. Cut concrete back to the designated line, cleaning forms and reinforcing as herein specified.
   c. Prepare for resumption of placement as for new unit when reason for interruption is resolved.

D. Placement - Elevated Structural Systems: Place as noted for "General" above and as follows:

1. Metal Decking and Structural Steel Beam Systems that are not to be shored: Locate screed lines on primary structural members. Review proposed screed line locations and expected structural deflections with the Engineer prior to placement of concrete.
2. Place screed lines to match camber of primary girders made of material other than concrete. Locate screeds to provide the minimum specified thickness of concrete at all locations.
3. Compensate for deflection of intermediate structural members and decking by placement of additional concrete.
4. Adjust embedded items to compensate for camber and deflection. Maintain locations within specified tolerances.

E. Consolidation:

1. Consolidate all concrete thoroughly during placement with high-speed mechanical vibrators and other suitable tools. Perform manual spading and tamping to work around reinforcement, embedded fixtures, and into corners of formwork as required to obtain thorough compaction.
   a. Provide vibrators with sufficient amplitude for adequate consolidation.

b. Use mechanical vibrators at each point of concrete placement.
c. Keep additional spare vibrators, in addition to those required for use, at the site for standby service in case of equipment failure.

2. Consolidate each layer of concrete as placed.
   a. Insert vibrators vertically at points 18 to 30 inches apart; work into top area of previously placed layer to reconsolidate, slowly withdraw vibrator to surface.
   b. Avoid contact of vibrator heads with formwork surfaces.
   c. Systematically double back and reconsolidate wherever possible. Consolidate as required to provide concrete of maximum density with minimized honeycomb.

F. Unacceptable Materials:

1. Do not place concrete that has started to set or stiffen. Dispose of these materials.
2. Do not add water on site to concrete except as specified in the approved mix design, see PART 2 above.

G. Protection of installed work:

1. Do not introduce any foreign material into any specified drainage, piping or duct systems.
2. Contractor shall bear all costs of work required to repair or clean affected work as a result of failure to comply with this requirement.

3.5 CONCRETE JOINTS

A. Structural Joints (Construction/Cold Joints):

1. Locate joints only where shown, or as approved.
2. Review Required: Joints not indicated on the plans shall be located to meet the minimum requirements below, shall not impair the strength of the structure and shall be submitted to Engineer for review prior to placement of concrete.
   a. Indicate proposed location(s) of construction/cold/expansion joints on shop drawing submittals for review prior to placing concrete.
3. Clean and roughen all surfaces of previously placed concrete at construction joints by washing and sandblasting to expose aggregate to 1/4-inch amplitude.
4. Slabs-On-Ground: Maximum Length of continuous placement shall not exceed 60 feet without special review by the Engineer. Alternate or stagger placement sections.
5. Foundations, Beams, Elevated Slabs and Joists: Maximum Length of continuous placement shall not exceed 200-foot increments. Provide “keyed” shut-off locations made up with form boards. Extend reinforcing one lap length or more through shut off.
   a. All reinforcement shall be continuous through construction/cold joint, lapping to adjacent reinforcing in future placement.
   b. Construction Joints in Elevated Slabs: Review all proposed locations with Engineer.
   c. Construction Joints in Slabs on Metal Decking: Review all proposed locations with Engineer. Do not locate closer than 48-inches of centerline of beam.

6. Retaining and Basement Walls: Maximum Length of continuous placement shall not exceed 100-foot increments. Provide "keyed" shut-off locations made up with form boards to limit the length of continuous placement and at abrupt changes in wall thickness. Extend reinforcing one lap length or more through shut-off.
   a. Review all proposed locations with Engineer
   b. Horizontal construction joints are not allowed unless approved by the Engineer
7. Horizontal Construction Joints: Place 2-inch slurry (specified concrete mix less coarse aggregate) at beginning of pour at the bottom of walls unless a prior review of a mock-up section demonstrates that segregation of aggregate will not occur.

B. Expansion/Construction Joints (Dowel Joints and Control Joints):

1. Interior and Exterior Slabs-on-Ground:
   a. Expansion/Construction Joints: Provide dowel joints or control joints at a maximum dimension (in feet) of three times the slab thickness (in inches) in each direction unless noted otherwise (15'-0" maximum). Install joints to match slab level and in straight lines. Locate joints at all reentrant corners including blockouts.
   b. Proportions: Install joints to divide slab into rectangular areas with long dimensions less than 1.5 times short dimension.
2. Exterior Concrete Slabs-on-Ground (walkways, patios):
   a. Expansion/ construction joints: Provide a 2-inch-deep troweled groove or asphalt impregnated joint material embedded 50 percent of the slab depth at 12-feet on center, maximum.
   b. Proportions: Place no section with a length larger than two times width. Additionally, place joints at all inside corners and at all intersections with other work.
3. Elevated Structural Slabs: Locate construction joints as specifically indicated on the drawings. All additional proposed locations shall be reviewed by the Engineer prior to placement.
4. Retaining and Basement Walls:
   a. Contraction Joints: Provide ¾-inch wide beveled wood strips attached to inside face of formwork on each side of the wall. Wood strips shall extend 1/8 times the wall thickness into the wall. Cut 50% of the horizontal reinforcing bars at contraction joint locations
   b. Proportions: Place joints at 2 times the height of the wall on center max, but not less than 10'-0". Joints shall not exceed 25'-0" on center.
   c. Review all proposed locations with Engineer

C. Joint Types:

1. Dowel Joint: A keyed joint with smooth dowels passing through to allow unrestricted movement due to contraction and expansion. Joints are as specified on the drawings.
2. Control Joint(s): Shrinkage crack control joints may be of the following types when shown on the drawings. Install joints in a straight line between end points with edges finished appropriate to type. Depth shall be 25% of the slab thickness, unless noted otherwise. Fill joints with sealant as shown on the drawings or as required by related sections.
   a. 1/4-inch-wide troweled joint.
   b. Keyed joint: Only at locations where concealed by other finishes.

c. Masonite Strip, 1/8 inch: Only at locations where concealed by other finishes.
d. Saw Cut, 1/8 inch: Must be performed within eight hours of completion of finishing. Do not make saw cuts if aggregate separates from cement paste during cutting operation. Prevent marring of surface finish. Fill with flexible sealant.

3.6 FLATWORK

A. General Requirements for All Concrete Formed & Finished Flat:

1. Edge Forms and Screeds: Set accurately to produce indicated design elevations and contours in the finished surface, edge forms sufficiently strong to support screed type proposed.
2. Jointing: Located and detailed as indicated.
3. Consolidation: Concrete in slabs shall be thoroughly consolidated.

B. Flatwork Schedule:

1. Exterior Slabs-On- Ground: Place concrete directly over sub-base as indicated.
   a. Sub-Base: Clean free-draining, crushed base rock, 4-inch minimum thickness, thoroughly compacted.
2. Interior Concrete Slabs-On- Ground:
   a. Sub-Base: Clean free-draining, crushed base rock, 4-inch minimum thickness, thoroughly compacted.
   b. Vapor Retarder: Install over sub-base.

3.7 FORMED SURFACES

A. Form all concrete members level and plumb, except as specifically indicated. Comply with tolerances specified in ACI CODE-318, ACI SPEC-301, and this specification, except that maximum permissible deviation is 1/4 inch end-to-end for any single member.

B. Cambers: Provide all cambers indicated in the formwork construction. Set screeds to produce specified cambers in the finished concrete.

3.8 CONCRETE FINISHES

A. Flatwork Finishing:

1. Perform with experienced operators.
2. Finish surfaces monolithically. Establish uniform slopes or level grades as indicated. Maintain full design thickness.
3. In areas with floor drains, maintain design floor elevation at walls; slope surfaces uniformly to drains as indicated on drawings.
4. Flatwork Finish Types:
   a. Wood Float Finish: Surfaces to receive quarry tile, ceramic tile, or cementitious terrazzo with full bed setting system, or wood frame for raised finished floors.

b. Steel Trowel Finish: Surfaces to receive carpeting, resilient flooring, seamless flooring, thin set terrazzo, thin set tile or similar finishes specified in related sections. Trowel twice, minimum.
c. Broom Texture Finish: Exterior surfaces as indicated or for which no other finish is indicated. Finish as for steel trowel finish, except immediately following first troweling, (depending on conditions of concrete and nature of finish required) provide uniform surfaces texture using a medium or coarse fiber broom.

B. Other Concrete: Provide as required to achieve appearance indicated on structural and related sections.

1. Repair surface defects, including tie holes, immediately after removing formwork.
2. Unexposed Form Finish: Rub down or chip off fins or other raised areas ¼-inch or more in height.
3. Exposed Form Finish: Finish concrete to match forms. Rub down or chip off and smooth fins or other raised areas ¼-inch or more in height. Provide finish as follows:
   a. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24-hours after form removal.
   b. Grout Cleaned Finish: Wet areas to be cleaned and apply grout mixture by brush or spray; scrub immediately to remove excess grout. After drying, rub vigorously with clean burlap, and keep moist for 36 hours.
   c. Cork Floated Finish: Immediately after form removal, apply grout with trowel or firm rubber float; compress grout with low-speed grinder, and apply final texture with cork float.
4. Intermediate joint and score marks and edges: Tool smooth and flush unless otherwise indicated.
5. Use steel tools of standard patterns and as required to achieve details shown or specified. All exposed corners not specified to be chamfered shall have radiused edges.

3.9 TOLERANCES

A. Minimum Flatwork Tolerances: Measure flatness of slabs with in 48-hours after slab installation in accordance with ACI PRC-302.1 and ASTM E1155 and to achieve the following FF and FL tolerances:

1. Exterior surfaces: 1/8-inch minimum per foot where sloped to drain. Level otherwise. FF20 and FL15.
2. Interior surfaces not otherwise shown or required: Level throughout. FF25 and FL20
3. Interior surfaces required to be sloped for drainage: 1/8-inch in 10 ft.
4. Finish concrete to achieve the following tolerances:
   a. Under Glazed Tile on Setting Bed: FF30 and FL20.
   b. Under Resilient Finishes: FF35 and FL25.
   c. Flooring manufactureer and pertainent section of Division 9.

B. Formed Surface Tolerances:

1. Permanently Exposed Joints and Surfaces: Provide maximum differential height within two feet of, and across construction joints of 1/16-inch.
2. Vertical Elevations: Elevation of surfaces shall be as shown or approved

3.10 CONCRETE CURING

A. Curing - General: Cure in accordance with ACI SPEC-308.1. Maintain concrete water content for proper hydration and minimize temperature variations. Begin curing immediately following finishing.

B. Protection During Curing: Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury. The General Contractor is responsible for the protection of the finished slab from damage.

1. Avoid foot traffic on concrete for minimum of 24-hours after placement.
2. Protect concrete from sun and rain.
3. Maintain concrete temperature at or above 50 degrees F. during the first 7 days after placement. See Article ENVIRONMENTAL REQUIREMENTS.
4. Do not subject concrete to design loads until concrete is completely cured, and until concrete has attained its full specified 28-day compressive strength or until 21 days after placement, whichever is longer.
5. Protect concrete during and after curing from damage during subsequent building construction operations. See Article PROTECTION.

C. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

1. Normal concrete: Not less than 7 days.
2. High early strength concrete: Not less than 4 days.

D. Begin curing immediately following finishing.

E. Surfaces Not in Contact with Forms:

1. Start initial curing as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than 3 days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
2. Begin final curing after initial curing but before surface is dry.
   a. Moisture-retaining cover: Seal in place with waterproof tape or adhesive.
   b. Curing compound: Apply in two coats at right angles, using application rate recommended by manufacturer.
3. In addition, see specific conditions noted below.

F. Slabs on Ground: Cure by one of the following methods:

1. Water Cure (Ponding): Maintain 100 percent coverage of water over floor slab areas, continuously for minimum 7 calendar days.
2. Spraying: Spray water over floor slab areas and maintain wet for 7 days.
3. Moisture-Retaining Film or Paper: Lap strips not less than 6 inches and seal with waterproof tape or adhesive; extend beyond slab or paving perimeters minimum 6 inches and secure at edges; maintain in place for minimum 7 days.

4. Absorptive Moisture-Retaining Covering: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides and extend beyond slab or paving perimeters 6 inches minimum; maintain in place for minimum 7 days.
5. Liquid Membrane-forming Curing Compound: Provide only when subsequent concrete treatments or finish flooring specified in related sections will not be affected by cure/sealer. Apply curing compound in accordance with manufacturer's instructions at the maximum recommended application rate in two coats, with second coat applied at right angles to first.

G. Concrete on Metal Decking: Moisture-Retaining Sheet method as specified above.

H. Formed Concrete Members: Cure by moist curing with forms in place for full curing period.

1. Protect free-standing elements from temperature extremes.
2. Maintain forms tight for minimum 7 days. Maintain exposed surfaces continuously damp and completely covered by sheet materials thereafter.
3. Maintain all shoring in place. Refer to related sections specifying formwork.
4. Membrane Curing Compound: Apply compound in accordance with manufacturer's instructions in one coat.

I. Foundations: Apply curing compound immediately after floating.

3.11 CONCRETE HARDENER

A. Apply hardener to all floor slabs not receiving other finishes after 30 days minimum curing. Clean slabs of non-compatible cure/sealers or other foreign material(s) and apply in strict accordance with the manufacturer's directions.

3.12 GROUTING AND DRY PACK

A. Set steel plates on concrete or masonry with high strength grout bed, completely fill all voids; thoroughly compact in place. See Section 05 1200 or 05 1100.

B. Bolts or inserts dry packed or grouted in place shall cure for minimum 7 days before tensioning.

3.13 FIELD QUALITY CONTROL

A. Testing and Inspections by Independent Testing Agency: Provided verification and inspection of concrete per CBC Table 1705.3. Provide written reports for to Engineer, Contractor and Building Official for the following tests and inspections:

B. Testing & Inspection: Provide periodic inspection of reinforcing steel. Provide continuous inspection during placement of structural class concrete, 3000 psi or more. Non-structural class concrete with a design strength of 2500 psi or less to have periodic inspection on a 150 cubic yard basis as required to assure conformance.

1. Provide periodic inspection of bolts in concrete prior to and during placement where so noted on the construction documents.
2. Structural Concrete Cylinder Tests: Form in accordance with ASTM C31.
   a. Take four standard 6-inch x 12-inch (or five 4-inch x 8 inch) cylinder specimens on the site, of each class of concrete as specified in PART 2, not less than once a day or for each 150 cubic yards or 5000 sq ft or fraction thereof placed each day.
   b. Record the location of each concrete batch in the building in a log and also note on each specimen.
   c. Perform standard compression test of cylinders in accordance with ASTM C39, one at 7 days and two (three for 4x8 cylinders) at 28 days.
   d. Hold fourth (fifth) cylinder untested until specified concrete strengths are attained.
3. Structural Concrete Slump Test and Air Tests: Perform slump in accordance with ASTM C143 and air content in accordance with C231 or C173 at the time of taking test cylinders, and/or at one-hour intervals during concrete placing.
4. Measure and record concrete temperature in accordance with ASTM C1064 upon arrival of transit mixers and when taking specimens. Note weather conditions and temperature.
5. Determine concrete density in accordance with ASTM C138 at the time of forming test cylinders.
6. Propose adjustments to reviewed mix designs for Engineer review to account for variations in site or weather conditions, or other factors as appropriate.
7. Water Vapor Transmission Tests: Floors receiving floor finishes specified in related sections will be tested prior to installation of flooring systems. Refer to sections specifying floor finishes for related requirements.

C. Services by Contractor:

1. Rejection of Concrete Materials: Do not use the following without prior written approval of the Engineer.
   a. Materials without batch plant certificates.
   b. Materials not conforming to the requirements of these specifications.

3.14 ADJUSTING

A. Inspect all concrete surfaces immediately upon formwork removal. Notify Engineer of identified minor defects. Repair all minor defects as directed.

B. Surface and Finish Defects: Repair as directed by the Engineer, at no added expense to the Owner. Repairs include all necessary materials; reinforcement grouts, dry pack, admixtures, epoxy and aggregates to perform required repair.

1. Repair minor defective surface defects by use of drypack and surface grinding. Specific written approval of Engineer is required. Submit proposed patching mixture and methods for approval prior to commencing work.
2. Slabs-on- Ground, Elevated Slabs and on Slabs on Metal Deck: Review for "curled" slab edges and shrinkage cracks prior to installation of other floor finishes. Grind curled edges flush, fill cracks of 1/16-inch and greater with cementitious grout.

3. Grind high spots, fins or protrusions caused by formwork; Fill-in pour joints, voids, rock pockets, tie holes and other void not impairing structural strength. Provide surfaces flush with surrounding concrete.

3.15 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required compressive strength, lines, details, dimensions, tolerances, finishes or specified requirements; as determined by the Engineer.

B. Repair or replacement of defective concrete will be determined by the Engineer who may order additional testing and inspection at his option. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

C. Specific Defects:

1. "Low-Strength"; Concrete Not Meeting Specified Compressive Strength after 28 days:
   a. Concrete with less than 25% Fly Ash or 35% Slag as cementitious material: Test remaining cylinder(s) at 56 days. If strength requirements are met, concrete strength is acceptable.
   b. Concrete with 25% or more Fly Ash or 35% or more Slag as cementitious material: Test remaining cylinder(s) at 70 days. If strength requirements are met, concrete strength is acceptable.
2. Excessive Shrinkage, Cracking, Crazing or Curling; Defective Finish: Remove and replace if repair to acceptable condition is not feasible.
3. Lines, Details, Dimensions, Tolerances: Remove and replace if repair to acceptable condition is not feasible.
4. Slab sections not meeting specified tolerances for trueness/flatness or lines/levels: Remove and replace unless otherwise directed by the Engineer. Minimum area for removal: Fifteen square feet area unless directed otherwise by the Engineer.
5. Defective work affecting the strength of the structure or the appearance: Complete removal and replacement of defective concrete, as directed by the Engineer.

3.16 CLEANING

A. Maintain site free of debris and rubbish. Remove all materials and apparatus from the premises and streets at completion of work. Remove all drippings; leave the entire work clean and free of debris.

B. Slabs to Receive Floor Finishes Specified in other sections: Remove non-compatible cure/sealers or other foreign material(s) which may affect bonding of subsequent finishes. Leave in condition to receive work of related sections.

3.17 PROTECTION

A. Protect completed work from damage until project is complete and accepted by Owner.

B. Construction Loads: Submit engineering analysis for equipment loads (including all carried loads) specified in article submittals.

C. Keep finished areas free from all equipment traffic for a minimum of 4 additional days following attainment of design strength and completion of curing.

D. Protection of Drainage Systems:

1. Care shall be taken not to introduce any foreign material into any specified drainage, piping or duct system.
2. Cost of work to repair or clean drainage system as a result of failure to comply with this requirement will be back charged to the contractor.

E. Cover traffic areas with plywood sheets or other protective devices; maintain protection in place and in good repair for as long as necessary to protect against damage by subsequent construction operations.

END OF SECTION

051100 - STRUCTURAL AND MISCELLANEOUS STEEL

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes: All labor, materials, equipment and operations required to complete structural and miscellaneous metals in shapes and configurations indicated; including:

1. Structural steel columns, beams, bracing, base plates, bolts, joist hangers, and stud bolts welded to structural steel.
2. Miscellaneous structural steel and connections; fabricated connectors and hangers installed by related sections.
3. Anchor bolts and steel inserts embedded in concrete or masonry, installed by related sections.
4. Fabricated steel items embedded in concrete or masonry installed by related sections.
5. Supervision of anchor bolt setting, leveling and elevations to ensure required fit of steel work.
6. Shop priming and field touch-up, galvanizing.
7. Bracing, Shoring, Fabrication and Erection.

B. Related Sections:

1. Pertinent sections of Division 01 specifying Quality Control and Testing Agency services.
2. Pertinent Sections of other Divisions specifying concrete reinforcement, formwork, concrete, structural and miscellaneous metal fabrications, steel joists, metal decking, cold-formed metal framing, rough carpentry.

1.2 REFERENCES

A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC): Chapter 22 Steel.

B. American Institute of Steel Construction (AISC) 303 “Code of Standard Practice for Steel Buildings and Bridges”.

C. AISC 360 “Specification for Structural Steel Buildings”.

D. American Welding Society (AWS) D1.1 “Structural Welding Code - Steel”.

E. Underwriters Laboratories (UL) FRD “Fire Resistance Directory”.

1.3 SUBMITTALS

A. Submit in accordance with pertinent sections of Division 01 specifying submittal procedures. The General Contractor shall review and approve shop drawings prior to submittal to the Engineer. Submittals that do not meet these requirements will be returned for correction without review.

B. Limitation of Review: Structural Engineer's review will be for general conformance with design intent as indicated in the Contract Documents and does not relieve Contractor of full responsibility for conformance with the Contract Documents.

C. Product Data: Submit manufacturer's product data, specifications, location and installation instructions for proprietary materials and reinforcement accessories. Provide samples of these items upon request.

D. Shop drawings: Submit each building as a complete unit. Do not mix components from multiple buildings or units of work in a submittal. Include all of the following.

1. Profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
2. Fabrication tolerances for all steel.
3. Connections: All, including type and location of shop and field connections.
4. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths, type, size, and sequence. Designate demand critical welds.
5. Cross-reference all shop drawing detail references to contract document detail references.
6. Secure all field measurements as necessary to complete this work prior to submitting shop drawings for review.
7. Provide holes, welded studs, etc. as necessary to secure work of other sections.
8. Provide the following as separate submittals for each building or unit of work:
   a. Bolt and anchor setting plans.
   b. Layout, fabrication and erection drawings.

E. Certifications:

1. Steel Materials: Submit the following for identified materials.
   a. Manufacturer's Mill Certificate: Certify that products meet or exceed specified requirements.
   b. Mill Test Reports: Indicate structural strength, destructive test analysis, and non-destructive test analysis.
   c. Contractor's affidavit certifying that all identified steel materials provided are of the grades specified and match the certificates supplied.
2. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification per AWS D1.1.

F. Samples: Provide samples to the Testing Agency as specified in Article SOURCE QUALITY CONTROL, at no additional costs.

1.4 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies, refer to pertinent sections of Division 01 and CBC Chapter 17.

B. All tests shall be performed by a recognized testing agency as specified in pertinent sections of Division 01.

C. Certification and Identification of Materials and Uses: Provide Testing Agency with access to fabrication plant to facilitate inspection of steel. Provide notification of commencement and duration of shop fabrication in sufficient time to allow inspection and all material identification/test information listed below.

1. Test all steel as required by ASTM A6.
2. Provide manufacturer's Mill Test Reports for all materials. Include chemical and physical properties of the material for each heat number manufactured. Tag all fabricated materials with heat number.
3. Provide letter certifying all materials supplied are from heat numbers covered by supplied mill certificates. Include in letter the physical location of each material type and/or heat number in the project (i.e. walls, braced frames etc.).
4. Unidentified Material Tests: Where identification of materials by heat number or mill tests cannot be made, Owner's Testing Agency shall test unidentified materials.
5. Provide all certification, verifications, and other test data required to substantiate specified material properties at no additional cost to the Owner.

D. Testing and Inspection: Tests and Inspections performed by Independent Testing Agency are specified below in Articles SOURCE QUALITY CONTROL and FIELD QUALITY CONTROL. Duties and limitations of Independent Testing Agency, test costs and test reports in conformance with pertinent sections of Division 01.

E. The following standards are the minimum level of quality required. Provide higher quality work as specifically indicated in the Contract Documents.

1. Workmanship and details of structural steel work shall conform to the CBC and AISC 360.
2. The quality of materials and the fabrication of all welded connections shall conform to AWS D1.1.
3. Comply with Section 10 of AISC 303 for architecturally exposed structural steel.

F. The Testing Agency will review all submittals and testing of materials.

G. All re-inspections made necessary by non-conforming work shall be at the Contractor's expense.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to project site in bundles marked with durable tags indicating heat number, mill, member size and length, proposed location in the structure and other information corresponding with markings shown on placement diagrams.

B. Handle and store materials above ground to prevent damage, contamination or accumulation of dirt or rust.

1.6 SCHEDULING AND SEQUENCING

A. Organize the work and employ shop and field crew(s) of sufficient size to minimize inspections by the Testing Agency.

B. Provide schedule and sequence information to Testing Agency in writing upon request. Update information as work progresses.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Structural Steel Plates: ASTM A36 or ASTM A572 Gr. 50 or ASTM A529 Gr. 50

B. Structural Steel, Angles: ASTM A36 or ASTM A572 Gr. 50.

C. Pipe: ASTM A53, Grade B.

D. Bolts, Nuts, and Washers: ASTM A307 Grade A machine bolts with ASTM A563 Grade A nuts and ASTM F844 washers to match. See FINISHES section for galvanization, where required.

E. Anchor Bolts/Rods, Nuts, and Washers: ASTM F1554 Gr. 36 or 55 with ASTM A563 Grade A nuts and ASTM F436 Type 1 washers. Grade DH nuts where Grade 105 rod is specified. No upset thread allowed.

F. Arc-Welding Electrodes: AWS Standards E70 or equivalent, except no E70T-4 allowed.

G. Other Welding Materials: AWS D1.1; type required for materials being welded.

H. Welded Headed/Threaded Studs: AWS D1.1 Type B.

I. Deformed Bar Anchors: ASTM A1064.

2.2 ACCESSORIES

A. High Strength Grout: ASTM C1107, non-shrink, premixed compound consisting of aggregate, cement, and water reducing plasticizing agents. Minimum compressive strength f'c = 7000 psi at 28 days, placed in a "fluid" state. Non-metallic where exposed to view. BASF "MasterFlow 928" or equivalent.

B. Building Structural Steel Primers: Comply with local VOC limitations of authorities having jurisdiction and the California Green Building Code. Verify compatibility with finish coats specified in other sections. Follow manufacturers printed instructions. Apply one coat unless otherwise directed.

1. Type A: Self-Crosslinking Hydrophobic Acrylic passing 2000 hours ASTM D4585 and 7000 hours ASTM D5894. "Series 115 Uni-Bond DF" by Tnemec (2.0 to 4.0 mils DFT).
2. Type B: Organic Zinc-Rich Urethane passing 50,000 hours ASTM B117 and 15000 hours ASTM G85. "Series 90-97 Tneme-Zinc" by Tnemec (2.5 to 3.5 mils DFT) or "Series 94-H20 Hydro-Zinc" by Tnemec (2.5 to 3.5 mils DFT).
3. Type C: MIO-Zinc Filled Urethane passing 10,000 hours ASTM B117 and 5000 hours ASTM D4585. "Series 394 PerimePrime" by Tnemec (2.5 to 3.5 mils DFT).

C. Galvanizing: ASTM A153 and A123.

D. Touch-Up Primer for Galvanized Surfaces: Type B primer.

2.3 FABRICATION

A. Shop fabricates to greatest extent possible.

B. Continuously seal built up members by continuous welds where exposed to weather.

C. Fabricate connections for bolt, nut, and washer connectors.

D. Protect all materials, before and after fabrication, from rust, corrosion, dirt, grease, and other foreign matter.

E. Fabricate framing members free from twists or bends. Form holes, cut and sheared edges neatly without kinks, burrs, or warped edges.

F. Exposed Steel: Straight, smooth, free of nicks, scars or dents.

G. Gas Cutting: Gas cutting of holes in a member shall not be permitted.

H. Splicing of members: Members requiring splicing due to length requirements may be spliced using full penetration butt welds when such welds and procedures are inspected and certified by the Testing Agency, in conformance with AWS and AISC standards. The location of splices shall be approved by the Engineer in writing prior to fabrication.

I. Welding: Welding of structural steel connections shall be performed by qualified welders in accordance with AWS Standards. All weld sizes shall match those shown on the drawings.

1. Preparation: Clean all surfaces free of rust, paint and all foreign matter. Remove paint or scale by brushing, chipping or hammering as required. Chip clean and wire brush burned or flame cut edges before welding. Space and alternate welds, clamping as necessary to prevent warp or misalignment.

2. Sequence Welding: When welds enclose, or partially enclose, the perimeter or portion of the surface of a member, make weld bead in sequence, or staggered. Minimize internal stresses. Weld groups of members occurring in a single line in staggered sequence to minimize distortion of the structural frame.
3. Faulty and Defective Welding: Welds failing to meet AWS standards and the Contract Documents shall be rejected and remade at Contractor expense. All welds showing cracks, slag inclusion, lack of fusion, bad undercut or other defects, ascertained by visual or other means of inspection shall be removed and replaced with conforming work.
4. Minimum Weld Strengths: All welds shall match the minimum weld sizes recommended by AISC. Details of fabrication not specifically shown shall match similar details which are specifically shown. All bevel and groove welds shall be full penetration unless size is noted otherwise.
5. Threaded studs, headed studs, and deformed bar anchors shall be full-fusion welded conforming to ASW D1.1.

J. Camber: Fabricate all beams cambered as indicated on the drawings.

1. Fabricate beams without camber for installation with any "natural" crown up.
2. Exception: Fabricate cantilever beams with "crown" down.

K. Grinding: Grind smooth the following structural steel and connections.

1. Exposed cut ends of structural and fabricated shapes.
2. All welds are exposed to view.
3. Mitered and fit-up corners and intersections.

L. Back-Up Bars: Required for all complete penetration welds.

M. Bolt Holes: Edge, end distances and spacing shall conform to dimensions shown on the drawings, and as follows;

1. Round: Size indicated and 1/16-inch maximum oversize, except 1 inch and larger bolts may have 1/8-inch maximum oversize.
2. Slotted: At locations specifically noted on the drawings, provide size indicated and 1/16 inch by 1/4-inch oversize slotted in direction perpendicular to applied loads.
3. Holes in base plates for anchor bolts may be 1/8-inch oversize.

N. Comply with Section 10 of AISC 303 for architecturally exposed structural steel (AESS). See architectural & structural drawings for locations of AESS.

2.4 FINISHES

A. Steel exposed to inclement atmospheric conditions or weather (such as coastal moisture or seasonal rain) shall be sufficiently primed or otherwise protected against corrosion. If condition of steel is suspect due to weathering/corrosion, Contractor shall bear cost of inspection to determine if excessive corrosion is present and if steel member(s) requires repair or replacement. Contractor shall bear cost of repair or replacement.

B. Prepare and finish structural and miscellaneous steel component surfaces as follows, unless a higher standard-of-care is determined necessary per item A:

1. Unpainted, interior, dry exposure surfaces need not be primed.
2. Finished painted, interior, dry exposure surfaces:
   a. Surface Preparation: SSPC-SP2 Hand-Tool and/or SP3 Power-Tool Cleaning. Apply Primer Type A. Field touchup with same primer.
   b. Where jobsite exposure is expected to exceed 6 months, SSPC-SP6 / NACE No. 3 Commercial Blast-Cleaning is required. Apply Primer Type B or C. Field touchup with same primer.
3. Finish painted surfaces with exterior exposure, interior exposure subject to wet conditions or fumes, or surfaces to receive high performance finish coatings (for example epoxy or urethane coatings.
   a. Surface Preparation: SSPC-SP6 / NACE No. 3 Commercial Blast-Cleaning to create a dense, uniform angular surface profile of 2.0 mils minimum. For severe (immersion) exposure, SSPC-SP10 / NACE No. 2 Near-White Blast-Cleaning is required.
   b. Apply Primer Type B. Field touchup with same primer.
4. Surfaces to be fireproofed need not be primed unless required by the fireproofing manufacturer or if jobsite exposure is expected to be inclement per item A. Where unprimed steel is to receive fireproofing, prepare steel surface as required by fireproofing manufacturer. If fireproofed surfaces are to be primed, provide primer as follows:
   a. Surface Preparation: SSPC-SP3 Power-Tool Cleaning.
   b. Apply Primer Type C. Field touchup with same primer.
5. Exterior exposed (unpainted) surfaces and as otherwise indicated to receive galvanizing:
   a. Galvanize per ASTM A123 Class 55 minimum. Passivation agents are not permitted on galvanized metal that is to be painted. Provide vent holes per ASTM A385 at closed sections (such as HSS). Submit proposed location of vent holes for review by Engineer.
   b. Connection hardware shall be hot-dip galvanized per ASTM A153 or F2329. Mating bolts and nuts shall receive the same zinc-coating process.
   c. Repair all uncoated, damaged, or altered galvanized surfaces per ASTM A780.

C. Do not prime the following surfaces unless otherwise indicated:

1. Connections to be field welded.
2. Steel in contact with concrete.
3. Surfaces to receive welded metal decking.

D. Do not cover up work with finish materials until inspection is complete and work is approved by the Testing Agency.

2.5 SOURCE QUALITY CONTROL

A. An independent Testing Agency will perform source quality control tests and submit reports, as specified in pertinent sections of Division 01.

B. Steel Materials Testing:

1. No testing is required for materials identified in accordance with CBC 2202.1 (heat number, grade stencil, etc.).
2. Unidentified steel- General: Test all structural shapes. In addition, test to verify Fy and Fu values when engineering requirements exceed Fy = 25 ksi for design.

C. Shop Welding Inspection:

1. Testing Agency shall inspect and certify all structural welds, unless the fabricating shop has been accredited in conformance with CBC requirements. Submit certification to the Engineer for review and the Building Official for approval.
2. Welder Qualifications: Welding inspector shall verify that all the welders are properly qualified prior to steel fabrication and state the qualifications of each welder in the welding inspection report.
3. Welding Inspection: Continuous inspection required unless otherwise noted below. Comply with requirements of AWS D1.1.
   a. Welding Inspector shall check all welds, materials, equipment and procedures.
   b. Welding Inspector shall provide reports certifying the welding is as required and has been done in conformity with the plans, specifications and codes.
   c. Welding Inspector shall use radiographic, ultrasonic, magnetic particle, or any other necessary aid to visual inspection to ensure adequacy of welds.
4. Periodic Inspection Acceptable:
   a. Single pass fillet welds not exceeding 5/16 inch.

D. Bolts, Nuts, and Washers: Provide samples to Testing Agency for required testing, at no additional cost.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed.

3.2 ERECTION

A. Erect structural steel in compliance with AISC 303.

B. Framing:

1. Erect all structural steel true and plumb.
2. Verify proper final alignment prior to making final connections.

C. Field Connections:

1. Workmanship of field bolted and welded connections shall conform in all respects to methods and tolerances specified for fabrication.
2. Field weld components indicated on shop drawings. Sequence field welds to minimize built-up stress and distortion of the structural frame. Verify sequence with Engineer. Coordinate field welding schedule with Testing Laboratory.
3. Welded Studs: Install in accordance with manufacturer's instructions and structural welding code AWS D1.1.

D. Templates: Provide bolt setting templates for all anchor bolts. Provide instructions for the setting of anchors and bearing plates, verify these items are set correctly as work progresses.

E. Column base plates: Set level to correct elevations, support temporarily on steel wedges, shims, or leveling nuts where shown, until the supported members are plumbed and base plate is grouted.

1. Grout solid the full bearing area under base plates prior to installation of floor and/or roof decks.
2. Comply with manufacturer's instructions for high strength grout. Trowel grouted surfaces smooth, splaying neatly to 45 degrees, or form edges vertical 1in-2in away from base plate edges. Top of grout outside of base plate footprint shall not extend higher than bottom of base plate.

F. Bolting:

1. Inspect mating surfaces to ensure that bolt head and nut will have full bearing and that metal plies will mate flush between bolts.
2. Install bolts in matching holes. Do not distort metal or enlarge holes by drifting during assembly. Remake mismatched components to achieve tolerances indicated.
3. Holes mismatched in excess of 1/8 inch will be rejected.
4. Holes mismatched less than 1/8 inch may be reamed to the next larger size bolt.
5. Do not enlarge holes by flame cutting or air/arc (“plasma“) cutting.
6. Provide flat washer(s) at over-size holes.
7. Provide washer at bolt head and nut where connected part is less than ¼ inch thick.
8. Provide ASTM F436 beveled washers when the slope of the surfaces of parts in contact with the bolt head or nut is greater than 1:20.
9. Do not install bolts with damaged threads.
10. Threads shall commence outside of the shear plane.
11. Machine Bolts (MB): Install and tighten to a snug condition (ST) such that laminated surfaces bear fully on one another, using an impact wrench or “full effort” of an installer using a standard spud wrench.

G. Supports, Shoring and Bracing: Allow for erection loads and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing. Conform to requirements of all applicable laws and governing safety regulations. Resist imposed loads, including those of stored materials and equipment.

1. Provide all temporary supports, shoring and bracing necessary to achieve work of tolerances indicated.
2. Provide all necessary temporary flooring, planking and scaffolding required for erection of steel, and support of erection machinery.
3. Construction Loading: Do not overload the structure or temporary supports with stored materials, equipment or other loads.
4. Maintain temporary bracing and shoring until work is complete, and longer as required to ensure stability and safety of structure.

H. Do not make final connections until structure is aligned to meet specified tolerances.

3.3 ERECTION TOLERANCES

A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.

B. Maximum Offset From True Alignment: 1/4 inch.

3.4 FIELD QUALITY CONTROL

A. The independent Testing Agency will perform field quality control tests, as specified in pertinent sections of Division 01.

B. Field Welding Inspection: Conform to all requirements of section SOURCE QUALITY CONTROL.

1. Inspect mating surfaces.
2. Test all materials prior to use. Use only materials meeting specified requirements.

3.5 ADJUSTING

A. Touch-up damaged finishes with compatible specified primer.

B. Replace defective or damaged work with conforming work. Replace all defective work at Contractor's expense.

C. Straighten materials by means that will not injure the materials.

D. Replace defective or damaged work which cannot be corrected in the field with new work or return defective items to the shop for repair.

E. Engineer shall review all proposals for the repair or replacement of damaged, defective, or missing work.

F. Pay expenses incurred by Owner for Engineer's costs for (re-)design and obtaining approvals of Authorities Having Jurisdiction (AHJ) necessitated by incomplete, inefficiently scheduled, improperly performed, defective or nonconforming work, as specified in pertinent sections of Division 01.

G. Pay expenses due to re-testing and re-inspection necessitated by incomplete, inefficiently scheduled, improperly performed, defective or nonconforming work, as specified in pertinent sections of Division 01.

3.6 CLEANING AND PROTECTION

A. Clean all surfaces upon completion of erection; leave free of grime and dirt. Remove unused materials, tools, equipment and debris from the premises and leave surfaces broomed clean.

B. Protect work from damage by subsequent operations.

END OF SECTION

SECTION 053000 - METAL DECKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: All material, labor, equipment and services necessary for the fabrication, erection, and completion of all metal decking as noted on drawings, including all supports for erection. The work shall include, but not necessarily be limited to the following:

1. Furnish metal decking, supports at structural steel, closures, flashing, weld plates, and necessary accessories, complete and ready to receive concrete or roofing.
2. Install metal decking including cutting, fitting, and welding.
3. All cutting and reinforcing of openings as required, and as laid out by other trades.

B. Related Sections:

1. Pertinent Sections of Division 01 Specifying Quality Control and Testing Agency Services
2. Pertinent Sections of Division 03 Specifying Concrete Construction
3. Pertinent Sections of Division 05 Specifying Structural Steel

1.2 REFERENCES

A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC): Chapter 19 Concrete, Chapter 22 Steel.

B. American Iron and Steel Institute (AISI) S100 "North American Specification for the Design of Cold-Formed Steel Structural Members".

C. Steel Deck Institute (SDI) “Design Manual for Composite Decks, Form Decks and Roof Decks”.

D. International Code Council (ICC) “Acceptance Criteria (AC) 43 – Steel Deck Roof and Floor Systems”.

E. American Society for Testing and Materials (ASTM):

1. ASTM A653 “Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dipped Process”.
2. ASTM A780 “Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings”.
3. ASTM A1003 “Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members”.
4. ASTM A1008 “Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened and Bake Hardenable”.
5. ASTM C1513 “Standard Specification for Steel Tapping Screws for Cold-Formed Steel Framing Connections”.

F. American Welding Society (AWS) “D1.3 Structural Welding Code – Sheet Steel”.

1.3 SUBMITTALS

A. Shop drawings shall indicate all details of layout, fabrication and installation, location and dimension of openings, reinforcing and accessories, metal closures and flashing and type, size and location of all welds, and electromagnetically welded studs. Submit shop drawings before the start of fabrication. All details must reference detailed callouts on the construction documents. Submittals that do not meet these requirements will be returned for correction without review.

B. Current ICC reports indicating design values.

C. Obtain reviewed structural steel shop drawings and verify all conditions before preparing shop drawings for metal decking; show all members required for support of metal decking on shop drawings for metal decking.

D. The Contractor shall review and approve shop drawings prior to submittal. The Landscape Architect's review is of a general nature only and all responsibility for conformance with drawings and specifications and for dimensions shall remain with the Contractor.

1.4 QUALITY ASSURANCE

A. All work under this section shall be fabricated and installed in strict accordance with the incorporated documents. Refer to pertinent sections of Division 05, Structural Steel.

B. Decking shall be installed in the field by an approved steel deck applicator with at least five years demonstrated successful experience in this type work.

C. All installation and welding shall be done by qualified, experienced workers skilled in their trade, in conformance with established standards of good practice and the manufacturer's recommendations. All welders shall be AWS certified.

1.5 DELIVERY, STORAGE AND HANDLING

A. Protection: Steel decking sheets shall be covered and protected from weather during transit and during storage at the job site. Sheets shall not be in contact with the ground and are to have waterproof covering.

1.6 JOB CONDITIONS

A. Coordination: The Contractor shall secure all field measurements necessary for the completion of this work. The Contractor shall be responsible for all errors of detailing and fabrication and for the correct fitting of all metal decking to each other and to their supports. Provide holes and reinforcement for mechanical and electrical penetrations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Deck shall be of type and by manufacturer as specified on the drawings or approved equal. All equals must meet or exceed ICC approved design values of specified decking.

B. Steel decking and flashing shall be formed from steel sheets conforming to ASTM A653, A1003, or A1008 with a minimum yield strength of 40,000 psi. Before forming, the steel shall receive a protective metal coating of zinc conforming to ASTM A653 G60 wiped coating.

C. Deck Sections

1. Deck units shall be supplied in lengths to span over at least 3 supports where layout permits. All single span units shall have temporary mid-span shoring.
2. All deck units shall be provided with either an interlocking side lap or a lapping type side lap.
3. Venting Devices: Provide only for decks with vermiculite-based insulating concrete topping. Vent using individual separating clips of type, style and spacing recommended by deck manufacturer (space no more than 48" o.c. or a two per deck span) or built-in venting-slot formed as an integral part of deck profile. Venting slots are required only in non-cellular deck. Tabs shall be turned up into deck so that they cannot be used for hangers. Provide three rows of slots at 2'-0" on centers in three-foot-wide deck sections.
4. Flashing and Closure Plates: Provide 16-gauge zinc coated continuous flashing for deck units as detailed, or as required, at ends and sides, at openings and at deck perimeter to contain fill. Flashing shall be detailed and installed to prevent concrete leakage.
5. Reinforcing at openings and penetrations: Provide reinforcing at all openings and penetrations per PART 3.
6. Galvanization Coating Repair: Zinc dust-zinc oxide primer, ASTM A780.

D. Painted Finish: Where painted finish is specified it shall be Manufacturer's standard; baked on, rust inhibitive, applied to chemically cleaned surface.

E. Welding Electrodes: AWS Standard E60 or equivalent or E70 or equivalent, or as specified by AWS D1.3 and Manufacturer's recommendation.

2.2 FABRICATION

A. All fabrication bevel cuts, etc. shall be done in the shop, and shall be equal to a high standard of workmanship. All deck units shall be shipped to the field in standard widths and in precut lengths so that end joints occur over supporting members.

B. Deck section shall be cut to fit all openings, which are required. Dimensions of openings and holes required for the work of other trades will be provided by respective trades for cutting of deck.

C. Misalignment of deck sections and cuts, short lengths, and poor workmanship shall be cause for rejection. All rejected work shall be replaced at the Contractor's expense.

2.3 SOURCE QUALITY CONTROL

A. An independent testing agency will perform source quality control tests and submit reports as specified in pertinent sections of Division 01.

B. Steel Materials Testing:

1. No Testing Required for Materials as follows:
   a. Materials identified in accordance with CBC 2202.1 and ASTM A6. (heat number, grade stencil, etc.)
   b. Materials accompanied by certified mill test reports for all members, and Contractor's affidavit confirming that all materials used in the fabrication and shipped to the job are from the grades specified and match the certificates supplied.
2. Unidentified steel: Where identification of materials by heat number or mill reports cannot be made, testing agency shall test unidentified deck.

PART 3 - EXECUTION

3.1 INSTALLATION

A. The steel deck units shall be placed on the supporting framework, aligned, and adjusted to final position before being permanently fastened. Each unit shall be brought to proper bearing on the supporting beams. If the supporting beams are not properly aligned or sufficiently level to permit proper bearing of the steel units, the Contractor shall notify the Landscape Architect prior to taking corrective action to ensure properly aligned work.

B. Deck units shall be placed in straight alignment for the entire length of run with close registration of the cells of one unit with those of abutting and adjoining units. Provide a minimum of 2-inch end bearing at abutting deck units. Continuous deck units shall be provided with a minimum of 3" bearing, all butt joints shall be "tight" (no gap).

C. Deck units shall not be placed on supporting members until all structural steel is completely installed, plumbed, and connections are completed.

D. Welding:

1. Steel deck units shall be fastened to the steel framework by the arc welding process. Welds shall be free of sharp points or edges.
2. All welding shall be done by competent experienced welders, thoroughly familiar with the metal to be welded, and certified for welding of light gauge metal.
3. Deck sheets shall be welded to the supporting member and to each other with welds as listed below unless otherwise noted on the drawings.
   a. End and intermediate support perpendicular to deck flutes: 3/4" diameter spot weld at each flute.
   b. Side joints between individual deck units with side interlock joint: 1-1/2" top or side seam weld at 12" on center. Button punch at 36" on center before welding to draw units together.

c. Side joints between individual deck units where concrete is placed on the metal deck is to be button punched at 36” on center.
d. Boundary deck units to parallel supports and interior deck units to parallel framing supports 3/4" diameter spot weld or 3/8" x 1-1/4" arc seam weld at 12" on center.

4. Weld all closure angles and plates with 3/4" diameter spot weld or 3/8"x 1-1/4" arc seam welds at 18" apart.
5. Headed welded studs and deformed bar anchors: See section 05 1200 or 05 1100.

E. Screw Attachment: When called for on the drawings, painted roof deck is to be attached with galvanized #12 hex head metal screws with neoprene washers at flutes and at 24” on center at side laps and at 12” on center at perimeter side laps. Screws and metal washers shall be painted to match deck color where decking is a painted finish surface.

F. Decking shall be installed in a continuous operation to avoid delays in the construction.

G. Opening reinforcement shall be as detailed on the drawings. Cutting of holes other than those detailed on the drawings shall be done only as specifically approved by the Landscape Architect. Holes not shown on structural drawings shall be cut and reinforced in accordance with details on drawings. In general, reinforcing is not required for holes less that 4" in diameter. Holes at column penetrations shall be reinforced as any other hole. See details on drawings for other requirements.

H. Leave slag in place at welds to be covered by concrete. Elsewhere, remove slag to bright metal and touch up all welds and field cut edges with galvanization repair primer.

I. Field Finishing:

1. Permanently exposed galvanized surfaces requiring welding shall be thoroughly cleaned by wire brushing after welding and then touched up with galvanization repair primer.
2. After erection all damaged surfaces shall be primed.
3. Painted deck shall be touched up with primer and matching paint.

3.2 FIELD QUALITY CONTROL

A. Welding Inspection:

1. Testing Agency shall inspect and certify all structural welds. Submit certification to the Engineer for review and the Building Official for approval.
2. Welder Qualifications: Welding inspector shall verify that all the welders are properly qualified prior to steel fabrication and state the qualifications of each welder in the welding inspection report.
3. Welding Inspection:
   a. Welding Inspector shall check all welds, materials, equipment and procedures.
   b. Welding Inspector shall provide reports certifying the welding is as required and has been done in conformity with the plans, specifications and codes.
   c. Periodic inspection per CBC is acceptable.

3.3 DEFECTIVE WORK

A. All work not in conformance with these specifications and/or generally accepted standards of the trade, will be deemed defective by the Landscape Architect and will be rejected. All work that is defective shall be corrected or replaced as directed by the Landscape Architect. Corrections redesign, and replacement of defective work shall be at Contractor's expense.

3.4 CLEANING

A. After erection, all surfaces shall be cleaned and left free of all grime and dirt. Decking shall be cleaned with solvents, if necessary to provide a surface, which will readily bond with concrete fill and direct-to-steel fireproofing. Remove unused materials, tools, scaffolding and debris from the premises and leave the area broom clean.

END OF SECTION

SECTION 055213 - PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel railings.

1.2 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Shop primer.
2. Nonshrink, nonmetallic grout.
3. Anchoring cement.
4. Metal finishes.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

C. Samples for Verification: For each type of exposed finish required.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For delegated design professional engineer.

B. Welding certificates.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect mechanical finishes on exposed surfaces of railings from damage by applying a strippable, temporary protective covering before shipping.

1.7 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Railings, including attachment to building construction, withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:

a. Uniform load of 50 lbf/ ft. applied in any direction.
b. Concentrated load of 200 lbf applied in any direction.
c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
b. Infill load and other loads need not be assumed to act concurrently.

B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F , ambient; 180 deg F, material surfaces.

2.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

2.3 STEEL RAILINGS

A. Source Limitations: Obtain each type of railing from single source from single manufacturer.

B. Tubing: ASTM A500/A500M (cold formed) or ASTM A513/A513M, Type 5.

C. Pipe: ASTM A53/A53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.

1. Provide galvanized finish for exterior installations and where indicated.

D. Plates, Shapes, and Bars: ASTM A36/A36M.

2.4 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for metal alloy welded.

1. For aluminum and stainless-steel railings, provide type and alloy as recommended by producers of metal to be welded and as required for color match, strength, and compatibility in fabricated items.

B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.

C. Galvanizing Repair Paint: High-zinc-dust-content paint, complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

D. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout, complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

E. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.

1. Water-Resistant Product: At exterior locations, provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.5 FABRICATION

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.

B. Shop assemble railings to the greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations.

1. Clearly mark units for reassembly and coordinated installation.
2. Use connections that maintain structural value of joined pieces.

C. Cut, drill, and punch metals cleanly and accurately.

1. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated.
2. Remove sharp or rough areas on exposed surfaces.

D. Form work true to line and level with accurate angles and surfaces.

E. Fabricate connections that are exposed to weather in a manner that excludes water.

1. Provide weep holes where water may accumulate.
2. Locate weep holes in inconspicuous locations.

F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

G. Connections: Fabricate railings with welded connections unless otherwise indicated.

H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove flux immediately.
4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #2 welds; good appearance, completely sanded joint, some undercutting and pinholes okay.

I. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.

J. Form changes in direction are as follows:

1. By bending to smallest radius that will not result in distortion of railing member.

K. Bend members in jigs to produce uniform curvature for each configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

L. Close exposed ends of hollow railing members with prefabricated cap and end fittings of same metal and finish as railings.

M. For railing posts set in concrete, provide stainless steel sleeves not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, with metal plate forming bottom closure.

N. For removable railing posts, fabricate slip-fit sockets from stainless steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height.

1. Provide socket covers designed and fabricated to resist being dislodged.
2. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.

2.6 STEEL AND IRON FINISHES

A. Galvanized Railings:

1. Hot-dipped galvanize steel railings, including hardware, after fabrication.
2. Comply with ASTM A123/A123M for hot-dipped galvanized railings.
3. Comply with ASTM A153/A153M for hot-dipped galvanized hardware.
4. Do not quench or apply post-galvanizing treatments that might interfere with paint adhesion.
5. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.

B. For galvanized railings, provide hot-dipped galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.

C. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner and as follows.

1. Comply with SSPC-SP 16.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Perform cutting, drilling, and fitting required for installing railings.

1. Fit exposed connections together to form tight, hairline joints.
2. Install railings level, plumb, square, true to line, without distortion, warp, or rack.
3. Set railings accurately in location, alignment, and elevation; measured from established lines and levels.
4. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
5. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
6. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.

B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1. Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

C. Adjust railings before anchoring to ensure matching alignment at abutting joints.

D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.2 RAILING CONNECTIONS

A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws, using plastic cement filler colored to match finish of railings.

B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article, whether welding is performed in the shop or in the field.

C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve, extending 2 inches beyond joint on either side; fasten internal sleeve securely to one side; and locate joint within 6 inches of post.

3.3 ANCHORING POSTS

A. Use stainless steel pipe sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.

B. Cover anchorage joint with flange of same metal as post, attached to post with setscrews.

C. Anchor posts to metal surfaces with flanges, angle type, or floor type, as required by conditions, connected to posts and to metal supporting members as follows:

1. For steel railings, weld flanges to post and bolt to metal supporting surfaces.
2. For aluminum railings, attach posts as indicated, using fittings designed and engineered for this purpose.
3. For stainless steel railings, weld flanges to post and bolt to supporting surfaces.

D. Install removable railing sections, where indicated, in slip-fit stainless-steel sockets cast in concrete.

3.4 CLEANING

A. Clean aluminum and stainless steel by washing thoroughly with clean water and soap and rinsing with clean water.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A780/A780M.

3.5 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

B. Restore finishes damaged during installation and construction period, so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit or provide new units.

END OF SECTION 055213

SECTION 061000 - ROUGH CARPENTRY

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes: All labor, materials and equipment and all operations required to complete all rough carpentry and structural framing as indicated on the drawings; to produce shapes and configurations as shown, as required; and as specified herein, including:

1. Structural floor framing.
2. Floor sheathing.
3. Rough hardware, framing connectors and fasteners.
4. Treatment of wood.
5. Concealed wood blocking for work requires supporting blocking.
6. Miscellaneous wood nailers and furring strips for wood framing, furring, shims or blocking as required to complete the work.

B. Related Sections:

1. Pertinent sections of Division 01 specifying Quality Control and Testing Agency services.
2. Pertinent sections of Division 01 specifying Structural Product Requirements: Structural Product Options, Substitution procedures and limitations, transportation, handling and storage.
3. Pertinent sections of Division 03 specifying wood formwork construction and/or setting anchors in concrete.
4. Pertinent section of Division 06 specifying wood construction and materials.
5. Pertinent sections of other divisions specifying steel or concrete construction.

1.2 REFERENCES

A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC): Chapter 23 Wood.

B. American National Standards Institute (ANSI) / American Wood Council (AWC) “NDS - National Design Specification for Wood Construction”.

C. National Institute of Standards and Technology (NIST) / Engineered Wood Association (APA) “PS 1 - Voluntary Product Standard for Structural Plywood”.

D. NIST / APA “PS 2 - Performance Standard for Wood-Based Structural-Use Panels”.

E. NIST “PS 20 - American Softwood Lumber Standard”.

F. Redwood Inspection Bureau (RIS) “Standard Specifications for Grades of California Redwood Lumber”.

G. West Coast Lumber Inspection Bureau (WCLIB) “Standard Grading Rules for West Coast Lumber No. 17”.
H. Western Wood Products Association (WWPA) “Western Lumber Grading Rules”.

I. American Wood Preservers Association (AWPA) “Book of Standards”.

1.3 SUBMITTALS

A. Submit in accordance with pertinent sections of Division 01 specifying submittal procedures. Submit for review prior to fabrication. Submittals that do not meet these requirements will be returned for correction without review.

1. Substitutions for products specified require conformance to substitution requirements in Division 01.
2. Review of materials and hardware for substitution to products specified is at the additional expense of the Contractor.

B. Limitation of Review: Structural Engineer's review will be for general conformance with design intent as indicated in the Contract Documents and does not relieve Contractor of full responsibility for conformance with the Contract Documents. The General Contractor shall review and approve shop drawings prior to submittal to the Engineer.

C. Product Data:

1. Submit manufacturer's product data, specifications, and installation instructions for & location of framing connectors, wood preservative materials, application instructions, and fasteners. Include complete, accurate equivalence data when submitting alternate products to those specified. Provide samples of these items upon request.
2. Submit product data and current ICC-ES report for machine-driven nails, fasteners, and equipment, including dimensions of all fasteners, including head, shank diameter and length.

1.4 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies, refer to pertinent sections of Division 01 and CBC Chapter 17.

B. All tests shall be performed by a recognized testing agency as specified in pertinent sections of Division 01.

C. Inspection of fabricators is required per CBC 1704.2.5 unless fabricator is registered and approved by the building official. Wood product quality standards:

1. All wood products to comply with article REFERENCES.
2. Factory-mark each piece of lumber and sheathing with type, grade, mill, and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.
3. Sheathing panels to be marked by APA (The Engineered Wood Association).

D. End-Jointed lumber shall not be used.
E. Hardware and engineered wood products shall have current ICC ES Evaluation/research reports that are equivalent to products specified.

F. Employ competent workers experienced in work of the types specified and required.

1.5 DELIVERY, STORAGE AND HANDLING

A. Comply with pertinent requirements of Division 01.

B. Delivery: Time delivery and installation of carpentry products to avoid delaying other trades whose work is dependent on or affected by this section and to comply with moisture content, protection and storage requirements.

C. Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and sheathing panels to prevent deformation and provide air circulation within stacks.

1. Store materials for which a maximum moisture content is specified only in areas where relative humidity has been reduced to a level where specified moisture content can be maintained.
2. Handle and store materials above ground to prevent damage, contamination, or accumulation of dirt or foreign materials.
3. Provide special protection for horizontal sheathing panels. Deformation of panels due to moisture is not acceptable.

1.6 PROJECT/SITE CONDITIONS

A. Verify all conditions at project site affecting the work; work to field dimensions as required. Coordinate carpentry installation with size, location, and installation of service utilities.

B. Sequence rough carpentry installation activities to allow sufficient time for:

1. Review of all submittals.
2. Indicate submittal review, procurement, and testing activities in the project schedule prior to the start of installation. Installation durations shall be based on hand-nailed installation methods specified.
3. Attainment of specified maximum lumber moisture content.

PART 2 – PRODUCTS

2.1 DIMENSIONED LUMBER

A. General

1. Size per industry standards for nominal sizes shown; S4S (sanded four sides).
2. Warped/twisted and excessively checked members shall not be used regardless of grade marks.

3. At the Contractor's option, engineered lumber of equivalent size and material properties may be substituted for solid sawn lumber where material is difficult to source due to length, availability, etc. Submit proposed substitution to Engineer for review prior to purchasing materials.

B. Moisture content of framing:

1. All lumber to be maximum 19% at time of fastener installation. All lumber to be maximum 19% at time of close-in, unless noted otherwise.
2. The Owner's Testing Laboratory will test for moisture content prior to commencement of close-in.
3. The Contractor shall recognize that excessive shrinkage of lumber results from excess moisture content at the time of installation. The Contractor will compensate for use of such lumber by waiting for acceptable moisture content before close in and/or by replacing/repairing lumber that has sagged, twisted, or warped prior to close in.
4. Deviation from this specification would require structural redesign of connections and fasteners.

C. Exterior structural framing (exposed to weather) shall be redwood select structural grade or pressure treated D.F. No. 1, unless noted otherwise.

D. Structural decking shall be D.F. select decking or White Pine select where not exposed to moisture. Where directly exposed to moisture or high humidity for prolonged periods of time, decking shall be Alaskan Yellow Cedar or Port Orford Cedar. Moisture content at time of installation to be less than 12%.

E. Framing not otherwise shown or specified: Douglas Fir construction grade per WCLIB paragraphs applicable to uses and sizes required.

2.2 STRUCTURAL SHEATHING PANELS

A. Plywood: Structural sheathing shall conform to product standard PS-1 or PS-2. All panels shall have a minimum bond classification of "Exposure 1" and bear the trademark of the Engineered Wood Association (APA) or other qualified agency. Grades shall be "Rated Sheathing" or "Structural 1" as required on the drawings.

B. Oriented Strand Board (OSB): All structural OSB shall be grade marked by a qualified agency for conformance with Product Standard PS-2 and shall be fabricated with exterior glue. Grades shall be as required on the drawings.

2.3 TREATED WOOD:

A. Treated Lumber and Plywood: Comply with requirements of AWPA Standard U1. See Standard U1 for "Use Category" designations. Do not provide higher Use Category lumber than that specified. Maximum moisture content shall be the same as required for "dimensioned lumber" as specified above.

B. Preservative Treated Lumber

1. General
   a. Preservatives shall be waterborne. Preservative retention rate shall be as required per AWPA Standards U1 & T1. Lumber shall be Douglas Fir No. 2 (or better). Cut faces of treated wood shall be brush treated (two complete applications) prior to installation.
   b. Lumber less than 8 inches above grade and lumber less than 6 inches above exterior hard-surface flatwork shall be treated.
   c. Each piece of wood shall be stamped by the wood preservative applicator to identify its treatment and preservative retention.
2. Lumber at interior, non-weather exposed locations installed adjacent to concrete or masonry shall be Use Category UC2. Examples include sill plates & ledgers and lumber in contact with roofing, flashing, or water proofing. Borate treated lumber meeting AWPA UC2 is acceptable in this application.
3. Lumber at exterior locations, not in contact with soil/ground, shall be Use Category UC3B. Examples include Douglas Fir decking and deck framing.
4. Lumber in contact with soil/ground shall be Use Category UC4A. Examples include timber retaining walls.
5. Poles, posts, and sheathing panels shall be treated as recommended by AWPA Standard U1 per use and exposure.
6. Maximum Volatile Organic Compound (VOC) content of field-applied preservative shall meet local air quality standards and the California Green Building Code. Provide either of the following:
   a. Copper Azole (CA-B) per ICC-ES AC326.
   b. Alkaline/Copper/Quaternary (ACQ).

C. Fire Retardant Treatment: Product and application process must be recommended by manufacturer of treatment as being suitable for painting. Application shall be by a California State Fire Marshal approved licensed contractor.

1. Exterior Type: Use Category UCFB, chemically treated, and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes both before and after accelerated weathering test performed in accordance with ASTM D2898.
   a. Treat exposed exterior rough carpentry items, including stairways, balconies, and covered walkways.
   b. Do not use treated wood in direct contact with the ground.

2. Interior Type: Use Category UCFA, low temperature (low hygroscopic) type, chemically treated, and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
   a. Treat rough carpentry items as indicated.
   b. Do not use treated wood in applications exposed to weather or where the wood may become wet.

2.4 FASTENERS AND ACCESSORIES

A. General requirements for fasteners:

1. Fasteners shall be of adequate size, spacing, and number to resist design loads under intended use, and types shall be appropriate for the materials or conditions for which used.
2. Provide washers, pre-drilling, etc. as required for proper installation and to prevent damage to framing.
3. Fasteners shall be hot-dipped galvanized (ASTM A153), mechanically galvanized (ASTM B695 class 55 minimum), stainless steel (type 303, 304, 305, or 316), silicon bronze, or copper by approved methods for the following applications:
   a. Exterior, exposed use.
   b. In contact with preservative or fire-retardant treated wood.
   c. Nails in contact with preservative treated wood containing ammonia shall be stainless steel.
4. Fasteners in moist corrosive atmosphere to be of stainless steel (type 303, 304, 305, or 316).
5. Where the retention level of ACQ or MCQ preservative is greater than 0.40 pcf, CBA-A preservative is greater than 0.41 pcf, or CA-B preservative is greater than 0.21 pcf, provide stainless steel fasteners (type 303, 304, 305, or 316).
6. All fasteners specified by manufacturer shall be installed in framing hardware, unless noted otherwise.
7. At borate treated lumber a clear zinc coating per ASTM F1941 is acceptable.

B. Nails and nailing not otherwise shown or specified:

1. Comply with requirements of governing building code.
2. For securing materials to hardened concrete or masonry provide hardened steel masonry nails or Simpson Strong-Tie “Titen” screws.
3. For framing and general woodwork: Common bright wire nails (not box nails) with centered full-round heads per ASTM F1667 including Supplement S1. 16d cement coated sinker nails may be used in lieu of common nails for framing, where noted on the drawings. Unless otherwise noted on drawings, nail sizes shall be as follows
   a. 8d Common: 0.131”ø x 2-1/2” long with 0.281”ø head.
   b. 10d Common: 0.148”ø x 3” long with 0.312”ø head.
   c. 16d Common: 0.162”ø x 3-1/2” long with 0.344”ø head.
4. Nails for sheathing panels shall be of common wire with full round heads and shall be of sufficient length to fully develop the nails.
5. Machine-driven nails of all types must comply with the requirements of this section. All proposed nails shall match diameter and penetration of specified nails.
6. Staples shall conform to length and gauges specified and shall be installed to match specified patterns and spacing.
7. Power-Actuated Fasteners (PAF): Use only as approved by the Engineer; operators shall be qualified.

C. Bolts: Malleable iron washers or steel plate washers, unless otherwise shown, shall be provided under all bolt heads and nuts.

1. Machine Bolts: ASTM A307 and ANSI/ASME B18.2.1, standard semi-finished machine bolts as shown or required. Nuts shall be standard size unless noted otherwise and shall be per ASTM A563.
2. Anchor bolts or threaded rod anchors shall conform to ASTM F1554, ASTM A307, or ASTM A36. Anchor bolts shall be headed or end in two nuts tightened against one another, unless noted otherwise. Provide embedded plate washer as indicated on drawings. No upset threads allowed. No L or J bolts allowed.

D. Lag screws: Standard hex lag screws per ANSI/ASME B18.2.1.

E. Wood screws: Standard wood screws per ANSI/ASME B18.6.1.

F. Power Actuated Fasteners (PAF): Hilti X-CP72, ICC ESR-2379; Simpson PDPAWL-300 MG, ICC ESR-2138.

G. Framing hardware: Fabricated sheet metal timber framing connectors shall be manufactured from painted or galvanized G90 steel by Simpson Strong-Tie (connectors specified on drawings are per Simpson Strong Tie, or approved equivalent. Connectors shall be at least 16-gauge material, (1/8-inch plate materials where welded), unless otherwise noted, punched for nailing. All heavy hardware to be fabricated from A36 steel per Division 05, Metals. All hardware intended for exterior exposed use shall be galvanized per G185 ASTM A653 or stainless steel.

1. For contact with preservative or fire-retardant treated wood, provide minimum G185 galvanizing per ASTM A653.
2. Nails and nailing shall conform to the manufacturer's instructions with a nail provided for each punched hole. Nails to be used with framing accessories are subject to the requirements specified in this Section for fasteners and anchors.

H. Subfloor Glue: Waterproof, water base, air cure type, cartridge dispensed conforming to APA Standard AFG-01 or ASTM D3498. Maximum Volatile Organic Compound (VOC) shall meet local air quality standards and the California Green Building Code.

2.5 SOURCE QUALITY CONTROL

A. The Testing Agency, as specified in the Article QUALITY ASSURANCE, will perform testing for moisture content of all lumber at time of fastener installation.

B. The Testing Agency will submit reports as specified in Division 01.

PART 3 – EXECUTION

3.1 REQUIREMENTS FOR STRUCTURAL FRAMING

A. General

1. Refer to drawings for layouts, notes and details, provide framing as required; comply with governing building code requirements.

2. Provide framing to achieve true alignments as surfaces receiving finish materials.
3. It shall be the responsibility of the Contractor to provide and install all wood blocking, furring strips, or grounds detailed or required to provide anchorage for all finishes, accessories, fixtures, etc. as required to complete all work. All blocking and/or backing shall be securely bolted or otherwise anchored in place.
4. Contractor shall be responsible for layout of anchor bolts, and other hardware embedded in concrete when placed by other trades.
5. Provide and install all structural framing, blocking, fasteners, brackets, clips, etc. as required to complete work specified in the Construction Documents.

B. Framing

1. Floor, Roof and Ceiling Framing
   a. Joists and beams shall be accurately aligned and the position and spacing of all joists and beams shall be as shown and be coordinated with other framing and to other trades prior to actual construction.
   b. Place all joists and beams with crown up. Cantilevered joists and beams shall be placed with the crown down.
   c. Cutting of wood girders, beams or joists for electrical and mechanical lines shall be limited to cuts and bored holes not deeper than 1/5 of the beam depth from the top and located not farther from the support than three times the beam depth and not less than the beam depth. Cuts in excess of this, or single bored holes with a diameter of more than 1" are not permitted without special provisions for framing the beams. Location of all cuts in framing shall receive the prior review of the Engineer.

3.2 STRUCTURAL SHEATHING

A. General

1. Sheathing nailing shall be as required on the drawings. Do not overdrive (Do not break skin of sheathing face sheet). Over driving will be cause for rejection.
2. Form sheathing may be re-used for concealed sheathing provided the lumber at the time of re-use is approved by the Landscape Architect, meets the framing grade requirements specified herein, is in good condition, and is thoroughly cleaned with all nails removed.
3. Pneumatic nailing devices shall be adjustable so that nail heads do not penetrate skin of sheathing. Contractor shall submit equipment and nails for review prior to use. Refer to PART 2 for other nailing requirements.

B. Floor Sheathing: Except "Panelized Roofs", lay with face grain perpendicular to roof rafters, roof trusses or floor joists. Stagger sheets. Block all unsupported sheet edges with 2x material unless noted otherwise.

3.3 ROUGH HARDWARE

A. General: Nails, spikes, screws, fabricated sheet metal anchors, ties, hangers and any other materials shown or required for the attachment of wood to concrete and wood to steel and wood to wood shall be furnished and installed as part of this work.

B. Framing Nailing: All framing nailing shall conform to minimum requirements of the Building Code, and with details shown on the drawing.

C. Bolts, Lag Screws and Washers:

1. Bolts in wood shall be machine bolts unless otherwise noted and shall be of such length that the bearing length of the threads does not exceed ¼ of the full bearing length in the member holding the threads. Bolt holes in wood shall be 1/32" oversized. Bolt holes for sill plates may be 1/16" maximum oversize. Holes in steel shall be 1/16" oversize. See Section 3.1 for anchor bolts at sill plates and ledgers.
2. Provide square plate or malleable iron washer and nut at head where bearing is against wood; cut washer under nut where it is against steel. Washer will not be required under head of carriage bolts. Provide malleable iron washers where exposed.
3. All nuts shall be tightened when placed and retightened at completion of the job or immediately before closing with final construction.
4. Lag screws shall be screwed (not driven) into place. Drill pilot hole to 70% of shank diameter. Drill clearance hole to full shank diameter and depth of unthreaded screw length.

D. Wood Screws: Minimum penetration is 10 diameters unless noted otherwise. Where fastening hardwood timber species or where wood tends to split, provide pilot hole 70% of screw shank diameter.

E. Proprietary Fasteners and Hardware: Install per manufacturer's published installation instructions (MPII) and code approval report (e.g. ICC ESR, IAPMO ER, etc). Provide MAX quantity, size, and length of fastener at hardware (i.e. joist hangers, framing, clips, etc) unless otherwise noted per plan.

3.4 INSTALLATION OF ACCESSORIES AND MISCELLANEOUS WOOD

A. Coordinate installation of wood decking, metal-web wood joists, glued-laminated wood construction, shop-fabricated wood trusses, and wood I- joists.

B. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members. Fasten curbs corner-to-corner and to rafters with framing connectors configured for this application.

C. Blocking:

1. Provide fire blocking at locations and spacing's as required by CBC Chapter 7. Locate other blocking, supplementary framing, backing plates and bracing to facilitate installation of finish materials, fixtures, equipment, services, accessories, and trim requiring attachment and support.
2. Solid block joists and rafters over all supports with blocking of the same size and material as the joist or rafter.

D. Furring:

1. Nominal 1 inch x 3 inch minimum, continuous and spaced at 16 inches on center, maximum.
2. Install plumb, rigid, and level. Shim where necessary to provide a true, even plane suitable to receive the finish required.
3. Attach to concrete and masonry as shown in the contract drawings.

E. Stair Framing: Provide with 3 stair stringers for each set of stairs, unless otherwise shown. Cut notches to receive exact size of treads and risers (if any) shown, with no change in dimensions between landings. Provide stringers of size shown, or if not shown, of a size to allow not less than 3-1/2 inch of effective depth, measured perpendicular to the rake of the stringer, after notching.

F. Install miscellaneous metal angles, bolts, and other items, secure into formwork where embedded in concrete.

G. Install accessory items not otherwise set under other sections; after completion of painting and other finishing work; in locations shown or directed by the Landscape Architect. Set items plumb, level, and secure using appropriate fastening as applicable.

3.5 FIELD APPLIED WOOD TREATMENT

A. Field treat all end cuts and holes in preservative treated materials per PART 2.

B. Apply two brush coats; or full-immersion dip not less than 15 minutes; or as required to thoroughly saturate all surfaces after cutting.

C. Air dry 2 hours minimum before installation.

3.6 TOLERANCES

A. Framing Members: 1/4 inch from true position, maximum.

B. Surface Flatness of Floor: 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

C. Variation from Plane (Other than Floors): 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum. Provide framed substrates meeting requirements for application of finishes specified in other sections.

D. Exposed surfaces shall be free from dents and tool marks, unsanded rough or torn faces and corners, and other defects.

3.7 FIELD QUALITY CONTROL

A. The Testing Agency, as specified in the Article QUALITY ASSURANCE, will perform the following tests and submit reports as specified in Division 01:

1. Moisture content of all lumber at time of close-in.
2. Periodic special inspection of nailing, bolting, and other fastening within the seismic-force-resisting system including shear walls, wood diaphragms, etc. per

CBC Section 1705.13.2, excluding systems with sheathing nailing spacing greater than 4" on center.

3. Special inspection of high load diaphragms per CBC Section 1705.5.1 where designated on documents.

3.8 ADJUSTING

A. Replace all defective work at Contractor's expense.

B. Replace defective or damaged work with conforming work.

C. Correct defects using means that will not injure the materials.

D. Replace defective or damaged work which cannot be corrected in the field with new work, or return defective items to the shop for repair.

E. Repair or replace framing lumber sagged, twisted or warped due to shrinkage from excessive moisture content at time of installation, or from other causes.

F. Adjust to meet specified tolerances.

G. Engineer shall review all proposals for the repair or replacement of damaged, defective, or missing work.

H. Pay expenses incurred by Owner for Architect/Engineer's costs for (re-)design and obtaining approvals of Authorities Having Jurisdiction (AHJ) necessitated by incomplete, inefficiently scheduled, improperly performed, defective or nonconforming work.

I. Pay expenses due to re-testing and re-inspection necessitated by incomplete, inefficiently scheduled, improperly performed, defective or nonconforming work.

3.9 CLEANING AND PROTECTION

A. Clean all surfaces upon completion of erection, leave free of grime and dirt. Remove unused materials, tools, equipment, and debris from the premises and leave surfaces broomed clean.

B. Waste Disposal: Comply with the requirements of pertinent sections of Division 01 specifying cleaning and disposal.

1. Comply with applicable regulations.
2. Do not burn scrap on project site.
3. Do not burn scraps that have been pressure treated.
4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.

C. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.

D. Prevent sawdust and wood shavings from entering the storm drainage system.

E. Protect work from damage by subsequent operations.

END OF SECTION

SECTION 061533 - WOOD PATIO DECKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood railings.
2. Plastic decking.

1.2 DEFINITIONS

A. Boards: Lumber of less than 2 inches nominal in thickness and 2 inches nominal or greater in width.

B. Dimensional Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

C. Timber: Lumber of 5 inches nominal or greater in least dimension.

D. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NLGA: National Lumber Grades Authority.
3. RIS: Redwood Inspection Service.
4. SPIB: The Southern Pine Inspection Bureau.
5. WCLIB: West Coast Lumber Inspection Bureau.
6. WWPA: Western Wood Products Association.

1.3 ACTION SUBMITTALS

A. Product Data: For preservative-treated wood products, plastic decking and metal framing anchors.

1. For preservative-treated wood products. Include chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
2. For plastic decking and metal framing anchors. Include installation instructions.

B. Samples: For plastic decking, not less than 24 inches long, showing the range of variation to be expected in appearance of decking, including surface texture.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates:

1. For lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by ALSC's Board of Review.

2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

B. Certificates of Inspection: Issued by lumber grading agency for exposed wood products not marked with grade stamp.

C. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood products.
2. Plastic decking.
3. Expansion anchors.
4. Metal framing anchors.
5. Decking fasteners.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

B. Handle and store plastic lumber to comply with manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.

1. Factory mark each item with grade stamp of grading agency.
2. For items that are exposed to view in the completed Work, omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
4. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content:

1. Boards: 19 percent.
2. Dimension Lumber: 15 percent for 2-inch nominal thickness.
3. Timber: 19 percent.

2.2 WOOD STAIR TREADS

A. Hand select wood for freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot holes, shake, splits, torn grain, and wane.

2.3 PRESERVATIVE-TREATED LUMBER

A. Pressure treated boards and dimension lumber with waterborne preservative in accordance with AWPA U1; Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

B. Preservative Chemicals: Acceptable to authorities having jurisdiction.

1. Do not use chemicals containing arsenic or chromium.

C. Use process for boards and dimension lumber that includes water-repellent treatment.

D. After treatment, redry dimension lumber to 19 percent maximum moisture content.

E. Mark treated wood with treatment quality mark of an inspection agency approved by ALSC's Board of Review.

1. For items indicated to receive a stained or natural finish omit marking and provide certificates of treatment compliance issued by inspection agency.

F. Application: Treat all wood unless otherwise indicated.

1. Stair treads.

2.4 PLASTIC DECKING

A. Plastic Lumber, General: Products acceptable to authorities having jurisdiction with current model code evaluation reports that show compliance with building code in effect for Project for indicated type of construction.

1. Allowable loads and spans, as documented in evaluation reports or in information referenced in evaluation reports, are not to be less than design loads and spans indicated.

B. Composite Plastic Lumber: Solid shapes made from a mixture of cellulose fiber and polyethylene or polypropylene.

1. Decking Standard: ICC-ES AC109 or ICC-ES AC174.
2. Decking Size: 2 by 6 nominal, 1-1/2 by 5-1/2 inches actual.
3. Surface Texture: Manufacturer's standard.
4. Color: As selected by Architect from manufacturer's standard product range.

2.5 FASTENERS

A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.

1. Use fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329 unless otherwise indicated.
2. For pressure-preservative-treated wood, use stainless steel fasteners.
3. For plastic decking, use stainless steel fasteners where fasteners are exposed to view.

4. For redwood, use stainless steel or hot-dip galvanized-steel fasteners.

B. Nails: ASTM F1667.

C. Power-Driven Fasteners: ICC-ES AC70.

D. Wood Screws and Lag Screws: ASME B18.2.1, ASME B18.6.1, or ICC-ES AC233.

E. Carbon-Steel Bolts: ASTM A307 with ASTM A563 hex nuts and, where indicated, flat washers all hot-dip zinc coated.

F. Stainless Steel Bolts: ASTM F593, Alloy Group 1 or with ASTM F594, Alloy Group 1 or 2 hex nuts and, where indicated, flat washers.

G. Post installed Anchors: Stainless steel, torque-controlled expansion anchors with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing in accordance with ASTM E488 conducted by a qualified independent testing and inspecting agency.

1. Stainless steel bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2.

2.6 METAL FRAMING ANCHORS

A. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated on Drawings. Manufacturer's published values are to be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

B. Joist Hangers: U-shaped, with 2-inch- long seat and 1-1/4-inch- wide nailing flanges at least 85 percent of joist depth.

1. Thickness: 0.062 inch.

C. Top Flange Hangers: U-shaped joist hangers, full depth of joist, formed from metal strap with tabs bent to extend over and be fastened to supporting member.

1. Strap Width: 2 inches.
2. Thickness: 0.062 inch.

D. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch above base and with 2-inch- minimum side cover, socket 0.062 inch thick, and standoff and adjustment plates 0.108 inch thick.

E. Joist Ties: Flat straps, with holes for fasteners, for tying joists together over supports.

1. Width: 1-1/4 inches.
2. Thickness: 0.062 inch.
3. Length: As indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrates of projections and substances detrimental to application.

B. Stain wood indicated to be stained, including both faces and edges. Cut to required lengths and stain ends. Comply with requirements in Section 099300 "Staining and Transparent Finishing."

3.3 INSTALLATION, GENERAL

A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.

B. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.

C. Install plastic lumber to comply with manufacturer's written instructions.

D. Secure decking to framing with deck clips or screws.

E. Install metal framing anchors to comply with manufacturer's written instructions.

F. Do not splice structural members between supports unless otherwise indicated.

G. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

H. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of members or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

I. Apply copper naphthenate field treatment to comply with AWPA M4, to cut surfaces of preservative-treated lumber.

J. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. ICC-ES AC70 for power-driven fasteners.
2. "Fastening Schedule" in ICC's International Building Code.
3. "Fastener Schedule for Structural Members" and "Alternate Attachments" in ICC's International Residential Code for One- and Two-Family Dwellings.

K. Use common wire nails unless otherwise indicated. Select fasteners of size that do not fully penetrate members where opposite side is exposed to view. Make tight connections between

members. Install fasteners without splitting wood; do not countersink nail heads unless otherwise indicated.

L. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced and with adjacent rows staggered.

3.4 INSTALLATION OF ELEVATED DECK JOIST FRAMING

A. General: Install joists with crown edge up and support ends of each member with not less than 1-1/2 inches of bearing on wood or metal, or 3 inches on masonry. Attach floor joists where framed into wood supporting members by using wood ledgers as indicated or, if not indicated, by using metal joist hangers. Do not notch joists.

B. Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 48 inches.

C. Lap members framing from opposite sides of beams or girders not less than 4 inches or securely tie opposing members together. Provide solid blocking of 2-inch nominal thickness by depth of joist over supports.

D. Provide solid blocking of 2-inch nominal thickness by depth of joist at intervals of 96 inches o.c., between joists.

3.5 INSTALLATION OF RAILINGS

A. Balusters: Fit to railings, glue, and screw in place. Countersink fastener heads, fill flush, and sand filler.

B. Newel Posts: Secure to stringers and risers with lag screws.

C. Railings: Secure wall rails with metal brackets. Fasten freestanding railings to newel posts and to trim at walls with countersunk-head wood screws or rail bolts and glue.

END OF SECTION 061533

SECTION 099300 – STAINING AND TRANSPARENT FINISHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Transparent finishes.

1.2 ACTION SUBMITTALS

A. Product Data:

   1. For each type of product.
   2. Include preparation requirements and application instructions.
   3. Indicate VOC content.

B. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of exposed finish.

C. Samples for Verification: Sample for each type of finish system and in each color and gloss of finish required on representative samples of actual wood substrates.

   1. Size: Minimum 6 inches square or 6 inches long.

D. Product List: Cross-reference to finish system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.3 MAINTENANCE MATERIAL SUBMITTALS

A. Extra Stock Material: Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

   1. Stains and Transparent Finishes: 5 percent, but not less than 1 gal. of each material and color applied.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

   1. Maintain containers in clean condition, free of foreign materials and residue.
   2. Remove rags and waste from storage areas daily.

1.5 FIELD CONDITIONS

A. Apply finishes only when temperature of surfaces to be finished and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply finishes when relative humidity exceeds 85 percent, at temperatures of less than 5 deg F above the dew point, or to damp or wet surfaces.
C. Do not apply exterior finishes in snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Source Limitations: Obtain each coating product from single source from single manufacturer.

2.2 MATERIALS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

B. Stain Colors: As selected by Architect from manufacturer's full range.

2.3 TRANSPARENT FINISHES

A. Varnish with UV Inhibitor, Exterior, Semigloss: Solvent-based, alkyd-type, clear semigloss varnish stabilized against UV deterioration for exterior wood surfaces.
1. Gloss Level: Manufacturer's standard semigloss finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
B. Maximum Moisture Content of Exterior Wood Substrates: 15 percent, when measured with an electronic moisture meter.
C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
D. Proceed with finish application only after unsatisfactory conditions have been corrected.

1. Beginning finish application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

A. Remove hardware, covers, plates, and similar items already in place that are removable. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and finishing.

1. After completing finishing operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

B. Clean and prepare surfaces to be finished according to manufacturer's written instructions for each substrate condition and as specified.

1. Remove dust, dirt, oil, and grease by washing with a detergent solution; rinse thoroughly with clean water and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing.
2. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and as recommended by stain manufacturer.

C. Exterior Wood Substrates:

1. Scrape and clean knots and apply coat of knot sealer before applying primer.
2. Prime edges, ends, faces, undersides, and backsides of wood.

a. For solid hide-stained wood, stain edges and ends after priming.
b. For varnish-coated stained wood, stain edges and ends and prime with varnish. Prime undersides and backsides with varnish.

3. Countersink steel nails, if used, and fill with putty or plastic wood filler tinted to final color. Sand smooth when dried.

3.3 APPLICATION

A. Apply finishes according to manufacturer's written instructions.

1. Use applicators and techniques suited for finish and substrate indicated.
2. Finish surfaces behind movable equipment and furniture same as similar exposed surfaces.
3. Do not apply finishes over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

B. Apply finishes to produce surface films without cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other surface imperfections.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
B. After completing finish application, clean spattered surfaces. Remove spattered materials by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
C. Protect work of other trades against damage from finish application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
D. At completion of construction activities of other trades, touch up and restore damaged or defaced finished wood surfaces.

END OF SECTION 099300

SECTION 11 6800 – PLAYGROUND EQUIPMENT AND STRUCTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes playground equipment as follows:

1. Freestanding playground equipment (2-5).
2. Composite playground equipment (2-5).
3. Freestanding playground equipment (5-12).
4. Composite playground equipment (5-12).
5. Outdoor fitness equipment.

B. Related Sections:

1. Section 002600 Procurement Substitution Procedures
2. Section 321816.13 Playground Protective Surfacing

1.3 DEFINITIONS

A. Definitions in ASTM F1487 apply to Work of this Section.

B. IPEMA: International Play Equipment Manufacturers Association.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For each type of playground equipment.

1. Include plans, elevations, sections, and attachment details.
2. Include fall heights and use zones for playground equipment, coordinated with the critical-height values of protective surfacing specified in Section 32 1816.13 "Playground Protective Surfacing."

C. Samples for Initial Selection: For each type of exposed finish.

1. Manufacturer's color charts.
2. Include Samples of accessories involving color selection.

D. Samples for Verification: For each type of exposed finish on the following products:

1. Include Samples of accessories to verify color and finish selection.
2. Posts and Rails: Minimum 6 inches long.
3. Platforms: Minimum 6 inches square.
4. Molded Plastic: Minimum 3 inches square.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, manufacturer, and testing agency.

B. Product Certificates: For each type of playground equipment.

C. Material Certificates: For the following items:

1. Shop finishes.
2. Wood-Preservative Treatment: Include certification by treating plant that states type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.

D. Field quality-control reports.

E. Sample Warranty: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For playground equipment and finishes to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm whose playground equipment components have been certified by IPEMA's third-party product certification service.

B. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by the manufacturer.

1.9 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of playground equipment that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Structural failures.
   b. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.

2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain playground equipment from single source from single manufacturer.

B. Specified products and manufacturers identified in this section are Basis of Design product specifications. Substitution of these products and manufacturers will only be considered prior to bid and only if requests for substitution are received by the County in accordance with specification section 00 26 00 Procurement Substitution Procedures. Substitution requests for Playground or Fitness equipment will not be accepted after award of contract.

C. Playground equipment and components shall have the IPEMA Certification Seal.

2.2 PERFORMANCE REQUIREMENTS

A. Safety Standard:

1. Provide playground equipment according to ASTM F1487 and CPSC standards.
2. Playground equipment shall comply with CBC 11B-1008.4, 11B-1008.3.1.3 & 11-B1008.3.2.

B. Powder-coat performance Standards:

1. Hardness (ASTM D3363) min. rating: 2H
2. Flexibility (ASTM D522) pass 1/8" mandrel
3. Impact (ASTM D2794) rating: minimum 80 inch-pounds
4. Salt Fog Resistance (ASTM B117, ASTM D1654): 4,000 hours and rating 6 or greater
5. UV Exposure (ASTM G154): 3,000 hours, rating delta E of 2, and 90 percent gloss retention.
6. Adhesion (ASTM D3359) min. rating: 5B

2.3 FREESTANDING PLAYGROUND EQUIPMENT (2-5)

A. Landscape Structures' Swing Set, see sheet L4.5:

1. Single post swing (177332)
2. Two (2) Full bucket seats with ProGuard chains (176038)
3. Colors to be from the manufacturer's full color range.
4. Min. 5" diameter hot-dip galvanized steel frame manufactured per ASTM A123.
5. Aluminum posts, beams and clamps according to ASTM B-221
6. Swing chains coated with zinc alloy thermal-diffusion coating in accordance with ASTM A1059.
7. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002" epoxy primer, and a min. of 0.004" layer of TGIC polyester powder.
8. Bucket seats shall be made from low-density polyethylene per ASTM D638 with UV-stabilizing additives.

9. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
10. Include all necessary special tools for tamper-proof fasteners.

B. Landscape Structures' Double Bobble Spring Rider (164075), see sheet L4.5:

1. Colors to be from the manufacturer's full color range.
2. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002" epoxy primer, and a min. of 0.004" layer of TGIC polyester powder.
3. Seats shall be made from low-density polyethylene per ASTM D638 with UV-stabilizing additives.
4. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
5. Include all necessary special tools for tamper-proof fasteners.

C. Landscape Structures' Log Crawl Tunnel (173594), see sheet L4.5:

1. Colors to be from the manufacturer's full color range.
2. Glass fiber reinforced concrete products to meet ASTM C947 standards. GFRC to utilize alkali resistant glass fibers.
3. Exterior-application latex paint finish.

D. Landscape Structures' Peak Natural Climber (160418), see sheet L4.5:

1. Colors to be from the manufacturer's full color range.
2. Glass fiber reinforced concrete products to meet ASTM C947 standards. GFRC to utilize alkali resistant glass fibers.
3. Exterior-application latex paint finish.

E. Landscape Structures' Wee Planet Climber (200677), see sheet L4.5:

1. Panels to be 3/4" high-density polyethylene, UV stable. Density of 0.960 G/cc or higher, per ASTM D1505. Tensile strength of 2400 PSI per ASTM D638.
2. Three-layer polyethylene system with two colored exterior layers over recycled black interior core.
3. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002" epoxy primer, and a min. of 0.004" layer of TGIC polyester powder.
4. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
5. Colors to be from manufacturers full color range.

F. Landscape Structures' Log Steppers, see sheet L4.5:

1. Three (3) 8" Log Stepper (173907)
2. 18" Log Stepper (173908)
3. Glass fiber reinforced concrete products to meet ASTM C947 standards. GFRC to utilize alkali resistant glass fibers.
4. Exterior-application latex paint finish.
5. Colors to be from manufacturers full color range.

G. Landscape Structures' Mushroom Climbers, see sheet L4.5:

1. Two (2) 10" Mushroom Climber (171569)

2. Two (2) 16” Mushroom Climber (171570)
3. Glass fiber reinforced concrete products to meet ASTM C947 standards. GFRC to utilize alkali resistant glass fibers.
4. Exterior-application latex paint finish.
5. Colors to be from manufacturers full color range.

H. Landscape Structures’ Log Balance Beam (173596), see sheet L4.5:

1. Glass fiber reinforced concrete products to meet ASTM C947 standards. GFRC to utilize alkali resistant glass fibers.
2. Exterior-application latex paint finish.
3. Colors to be from manufacturers full color range.

I. Landscape Structures’ Welcome sign 2-5 years (182503), see sheet L4.5:

1. Colors to be from manufacturers full color range.

2.4 COMPOSITE PLAYGROUND EQUIPMENT (2-5).

A. Landscape Structures’ Custom composite structure (CP023654): see sheet L4.5:

1. Double Swirl Slide
2. Ring-A-Bell Hole Panel
3. Optigear Panel
4. Belt Climber
5. Belt Hangout
6. Transfer Point
7. Wood Board Climber
8. Net Climber
9. O-Zone Climber
10. Marble Panel
11. Colors to be from manufacturers full color range.

2.5 FREESTANDING PLAYGROUND EQUIPMENT (5-12).

A. Landscape Structures’ Swing Set, see sheet L4.6:

1. Single Post Swing (177332)
2. Two (2) Belt seats with ProGuard chains (174018)
3. Min. 5” diameter hot-dip galvanized steel frame manufactured per ASTM A123.
4. Aluminum posts, beams and clamps according to ASTM B-221
5. Swing chains coated with zinc alloy thermal-diffusion coating in accordance with ASTM A1059.
6. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002” epoxy primer, and a min. of 0.004” layer of TGIC polyester powder.
7. Bucket seats shall be made from low-density polyethylene per ASTM D638 with UV-stabilizing additives.
8. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
9. Include all necessary special tools for tamper-proof fasteners.
10. Colors to be from the manufacturer’s full color range.

B. Landscape Structures' Topsyturny Spinner (205800), see sheet L4.6.

1. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002" epoxy primer, and a min. of 0.004" layer of TGIC polyester powder.
2. Floor/standing surface shall be made from low-density polyethylene per ASTM D638 with UV-stabilizing additives.
3. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
4. Cables: Tightly woven polyester-wrapped, six-stranded galvanized steel cable with either a polypropylene or steel core, min. 20mm in diameter.
5. Colors to be from manufacturers full color range.

C. Landscape Structures' Cascade Climber (150977) see sheet L4.6.

1. Panels to be 3/4" high-density polyethylene, UV stable. Density of 0.960 G/cc or higher, per ASTM D1505. Tensile strength of 2400 PSI per ASTM D638.
2. Three-layer polyethylene system with two colored exterior layers over recycled black interior core.
3. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002" epoxy primer, and a min. of 0.004" layer of TGIC polyester powder.
4. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
5. Colors to be from manufacturers full color range.

D. Landscape Structures' Three (3) Facet Balance Beam (237934) see sheet L4.6.

1. Glass fiber reinforced concrete products to meet ASTM C947 standards. GFRC to utilize alkali resistant glass fibers.
2. Exterior-application latex paint finish.
3. Colors to be from manufacturers full color range.

E. Landscape Structures' Six (6) Facet Stepper 14" (237103) see sheet L4.6.

1. Glass fiber reinforced concrete products to meet ASTM C947 standards. GFRC to utilize alkali resistant glass fibers.
2. Exterior-application latex paint finish.
3. Colors to be from manufacturers full color range.

F. Landscape Structures' Three (3) Pod Climber 10" (158997) see sheet L4.6.

1. Durable and UV-stable rotationally molded resin with prime natural linear low-density polyethylene with tensile strength of 2400 PSI per ASTM D638. Resin to contain color and UV-stabilizing additives with a nominal wall thickness 1/4".
2. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002" epoxy primer, and a min. of 0.004" layer of TGIC polyester powder.
3. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
4. Colors to be from manufacturers full color range.

G. Landscape Structures' Two (2) Pod Climber 16" (120711) see sheet L4.6.

1. Durable and UV-stable rotationally molded resin with prime natural linear low-density polyethylene with tensile strength of 2400 PSI per ASTM D638. Resin to contain color and UV-stabilizing additives with a nominal wall thickness 1/4".
2. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002" epoxy primer, and a min. of 0.004" layer of TGIC polyester powder.
3. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
4. Colors to be from manufacturers full color range.

H. Landscape Structures' Five (5) Pod Climber 20" (158998) see sheet L4.6.

1. Durable and UV-stable rotationally molded resin with prime natural linear low-density polyethylene with tensile strength of 2400 PSI per ASTM D638. Resin to contain color and UV-stabilizing additives with a nominal wall thickness 1/4".
2. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002" epoxy primer, and a min. of 0.004" layer of TGIC polyester powder.
3. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
4. Colors to be from manufacturers full color range.

I. Landscape Structures' Two (2) Pod Climber 30" (120713) see sheet L4.6.

1. Durable and UV-stable rotationally molded resin with prime natural linear low-density polyethylene with tensile strength of 2400 PSI per ASTM D638. Resin to contain color and UV-stabilizing additives with a nominal wall thickness 1/4".
2. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002" epoxy primer, and a min. of 0.004" layer of TGIC polyester powder.
3. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
4. Colors to be from manufacturers full color range.

J. Landscape Structures' Four (4) Starburst Climber (158426) see sheet L4.6.

1. All metal components shall be cleaned and pre-treated, and powder-coated with a min. of 0.002" epoxy primer, and a min. of 0.004" layer of TGIC polyester powder.
2. All fasteners to be stainless steel and tamper-resistant per ASTM F879. All primary fasteners to include a IFI-125 torque requirement compliant locking patch material.
3. Colors to be from manufacturers full color range.

2.6 COMPOSITE PLAYGROUND EQUIPMENT (5-12).

A. Landscape Structures' Composite structure: see sheet L4.6:

1. 3-Step deck link barrier (CP039102)
2. Chimney Climber (229829)
3. Jigjag Climber Barrier (201887)
4. Crest climber (202625)
5. Colors to be from manufacturers full color range.

2.7 FITNESS EQUIPMENT

A. Greenfields Outdoor Fitness – 2-Person Static Combo #SHP507 or approved equal.

1. Finish/Color: To be from the Manufacturer's full color range.
2. Frame: Mild steel (ASTM A36) or stainless steel (ASTM A240) with a minimum yield strength of 36,000 psi.
3. Frame finish: Steel components must be galvanized (ASTM A123) or powder-coated (ASTM D3359) for UV, corrosion, and weather resistance. Polyester or epoxy powder coating (ASTM D7032) with a min. thickness of 0.006".
4. All frame and joints welded per AWS D1.1. Welds smooth, continuous, and free of gaps, pinholes, spatter, or burrs.
5. Fasteners: stainless steel or zinc-coated steel, tamper-resistant.
6. Installation Method: Direct embedment mount.

B. Greenfields Outdoor Fitness – S-Shape Ladder #SHP509S or approved equal.

1. Finish/Color: To be from the Manufacturer's full color range.
2. Frame: Mild steel (ASTM A36) or stainless steel (ASTM A240) with a minimum yield strength of 36,000 psi.
3. Frame finish: Steel components must be galvanized (ASTM A123) or powder-coated (ASTM D3359) for UV, corrosion, and weather resistance. Polyester or epoxy powder coating (ASTM D7032) with a min. thickness of 0.006".
4. All frame and joints welded per AWS D1.1. Welds smooth, continuous, and free of gaps, pinholes, spatter, or burrs.
5. Fasteners: stainless steel or zinc-coated steel, tamper-resistant.
6. Installation Method: Direct embedment mount.

C. Greenfields Outdoor Fitness – Push-Up Bar #SGR003 or approved equal.

1. Finish/Color: To be from the Manufacturer's full color range.
2. Frame: Mild steel (ASTM A36) or stainless steel (ASTM A240) with a minimum yield strength of 36,000 psi.
3. Frame finish: Steel components must be galvanized (ASTM A123) or powder-coated (ASTM D3359) for UV, corrosion, and weather resistance. Polyester or epoxy powder coating (ASTM D7032) with a min. thickness of 0.006".
4. All frame and joints welded per AWS D1.1. Welds smooth, continuous, and free of gaps, pinholes, spatter, or burrs.
5. Fasteners: stainless steel or zinc-coated steel, tamper-resistant.
6. Installation Method: Direct embedment mount.

D. Greenfields Outdoor Fitness – Balance Beam #SHP731 or approved equal.

1. Finish/Color: To be from the Manufacturer's full color range.
2. Frame: Mild steel (ASTM A36) or stainless steel (ASTM A240) with a minimum yield strength of 36,000 psi.
3. Frame finish: Steel components must be galvanized (ASTM A123) or powder-coated (ASTM D3359) for UV, corrosion, and weather resistance. Polyester or epoxy powder coating (ASTM D7032) with a min. thickness of 0.006".
4. All frame and joints welded per AWS D1.1. Welds smooth, continuous, and free of gaps, pinholes, spatter, or burrs.
5. Fasteners: stainless steel or zinc-coated steel, tamper-resistant.

6. Installation Method: Direct embedment mount.

E. Greenfields Outdoor Fitness – 2-Person Push-Up and Dip Station #SGR015 or approved equal.

1. Finish/Color: To be from the Manufacturer's full color range.
2. Frame: Mild steel (ASTM A36) or stainless steel (ASTM A240) with a minimum yield strength of 36,000 psi.
3. Frame finish: Steel components must be galvanized (ASTM A123) or powder-coated (ASTM D3359) for UV, corrosion, and weather resistance. Polyester or epoxy powder coating (ASTM D7032) with a min. thickness of 0.006".
4. All frame and joints welded per AWS D1.1. Welds smooth, continuous, and free of gaps, pinholes, spatter, or burrs.
5. Fasteners: stainless steel or zinc-coated steel, tamper-resistant.
6. Installation Method: Direct embedment mount.

F. Greenfields Outdoor Fitness – 3 Beam Jump Bars #SHP720 or approved equal.

1. Finish/Color: To be from the Manufacturer's full color range.
2. Frame: Mild steel (ASTM A36) or stainless steel (ASTM A240) with a minimum yield strength of 36,000 psi.
3. Frame finish: Steel components must be galvanized (ASTM A123) or powder-coated (ASTM D3359) for UV, corrosion, and weather resistance. Polyester or epoxy powder coating (ASTM D7032) with a min. thickness of 0.006".
4. All frame and joints welded per AWS D1.1. Welds smooth, continuous, and free of gaps, pinholes, spatter, or burrs.
5. Fasteners: stainless steel or zinc-coated steel, tamper-resistant.
6. Installation Method: Direct embedment mount.

G. Greenfields Outdoor Fitness – 2-Person Static Combo #SHP507 or approved equal.

1. Finish/Color: To be from the Manufacturer's full color range.
2. Frame: Mild steel (ASTM A36) or stainless steel (ASTM A240) with a minimum yield strength of 36,000 psi.
3. Frame finish: Steel components must be galvanized (ASTM A123) or powder-coated (ASTM D3359) for UV, corrosion, and weather resistance. Polyester or epoxy powder coating (ASTM D7032) with a min. thickness of 0.006".
4. All frame and joints welded per AWS D1.1. Welds smooth, continuous, and free of gaps, pinholes, spatter, or burrs.
5. Fasteners: stainless steel or zinc-coated steel, tamper-resistant.
6. Installation Method: Direct embedment mount.

2.8 FABRICATION

A. Provide sizes, strengths, thicknesses, wall thickness, and weights of components as required to comply with requirements in ASTM F1487. Factory drill components for field assembly. Unnecessary holes in components, not required for field assembly, are not permitted. Provide complete play structures, including supporting members and connections, means of access and egress, designated play surfaces, barriers, guardrails, handrails, handholds, and other components indicated or required for equipment indicated.

B. Metal Frame: Fabricate main-frame upright support posts from metal pipe or tubing with cross-section profile and dimensions as required. Unless otherwise indicated, provide each pipe or tubing main-frame member with manufacturer's standard drainable bottom plate or support

flange. Fabricate secondary frame members, bracing, and connections from either steel or aluminum.

C. Composite Frame: Fabricate main-frame upright support posts from metal and plastic. Fabricate secondary frame members, bracing, and connections from either steel or aluminum.

D. Play Surfaces: Manufacturer's standard elevated drainable decks, platforms, landings, walkways, ramps, and similar transitional play surfaces, designed to withstand loads; fabricated from perforated steel made into floor units with slip-resistant finish. Fabricate units in modular sizes and shapes to form assembled play surfaces indicated.

E. Protective Barriers: Fabricate according to ASTM F1487. Extend barriers to height above the protected elevated surface according to requirements for use by age group indicated. Fabricate from the following:

1. Welded-metal pipe or tubing with vertical bars.
2. Steel sheet with openings for vision and ventilation.
3. Metal-pipe or metal-tubing frame with wire-mesh infill panels.
4. Plastic panels with openings.

F. Guardrails: Provide guardrails configured to completely surround the protected area, except for access openings. Fabricate from metal pipe or tubing. Extend guardrails according to requirements for use by age group indicated.

G. Handrails: Welded metal pipe or tubing, maximum OD between 0.95 and 1.55 inches of 0.125 inch.

1. Provide handrails at heights to comply with requirements for use by age group indicated according to ASTM F1487.

H. Roofs and Canopies: Designed to discourage and minimize climbing by users.

1. Fabricated from metal-pipe and polyethylene with strong, double-wall construction.

I. Signs: Manufacturer's standard sign panels, fabricated from plastic with graphics molded in, freestanding, on upright support posts or attached directly to playground equipment.

1. Text: Minimum informational content according to ASTM F1487.
2. Colors: From manufacturer’s full color range.

2.9 MATERIALS

A. Aluminum: Material, alloy, and temper recommended by manufacturer for type of use and finish indicated.

B. Steel: Material types, alloys, and forms recommended by manufacturer for type of use and finish indicated.

C. Stainless-Steel Sheet: Type 304; finished on exposed faces with No. 2B finish.

D. Opaque Plastics: Color impregnated, UV stabilized, and mold resistant.

E. Iron Castings and Hangers: Malleable iron, ASTM A47/A47M, Grade 32510, hot-dip galvanized.

F. Post Caps: Cast aluminum or galvanized steel, color-impregnated, UV-stabilized, mold-resistant polyethylene; color to match posts.

G. Platform Clamps and Hangers: zinc-plated steel, not less than 0.105-inch-nominal thickness.

H. Hardware: Manufacturer's standard; commercial-quality; corrosion-resistant; hot-dip galvanized steel and iron, stainless steel, or aluminum; of a vandal-resistant design.

I. Fasteners: Manufacturer's standard; corrosion-resistant; hot-dip galvanized or zinc-plated steel and iron, or stainless steel; permanently capped; and theft resistant.

2.10 CAST-IN-PLACE CONCRETE

A. Concrete Materials and Properties: Comply with requirements in Section 03 3000 "Cast-in-Place Concrete" for normal-weight concrete with minimum 28-day compressive strength of 3000 psi, 3-inch slump, and 1-inch-maximum-size aggregate.

B. Concrete Materials and Properties: Dry-packaged concrete mix complying with ASTM C387/C387M and mixed at site with potable water, according to manufacturer's written instructions, for normal-weight concrete with minimum 28-day compressive strength of 3000 psi, 3-inch slump, and 1-inch-maximum-size aggregate.

2.11 ALUMINUM FINISHES

A. Powder-Coat Finish: Minimum dry film thickness of 1.5 mils, medium gloss. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

2.12 IRON AND STEEL FINISHES

A. Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of 2 mils. Comply with coating manufacturer's written instructions for pretreatment, applying, and baking.

2.13 STAINLESS-STEEL FINISHES

A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

B. Bright, Cold-Rolled, Unpolished Finish: No. 2B.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for earthwork, subgrade elevations, surface and subgrade drainage, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading required for placing playground equipment and protective surfacing is completed.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's written installation instructions for each equipment type unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated.

1. Maximum Equipment Height: Coordinate installed fall heights of equipment with finished elevations and critical-height values of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.

B. Post and Footing Excavation: Excavate holes for posts and footings as indicated in firm, undisturbed or compacted subgrade soil.

C. Post Set on Subgrade: Level bearing surfaces with drainage fill to required elevation.

D. Post Set with Concrete Footing: Comply with Section 03 3000 "Cast-in-Place Concrete" for measuring, batching, mixing, transporting, forming, and placing concrete.

1. Set equipment posts in concrete footing. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at the correct angle, alignment, height, and spacing.
2. Place concrete around posts and vibrate or tamp for consolidation. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
3. Embedded Items: Follow equipment manufacturer's written instructions and drawings to ensure correct installation of anchorages for equipment.
4. Finishing Footings: Smooth top, and shape to shed water.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform the following tests and inspections with the assistance of a factory-authorized service representative.

1. Perform inspection and testing for each type of installed playground equipment according to ASTM F1487.

C. Playground equipment items will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

E. Notify Owner 48 hours in advance of date(s) and time(s) of testing and inspection.

END OF SECTION 11 6800

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Work included in this Section: "Provide" indicates all materials, labor, equipment, services, and incidentals necessary to install the Electrical Work indicated on the contract drawings and these specifications. Work includes, but is not limited to the following:

1. Electrical and telephone services stub-outs and coordination.
2. Distribution feeders, branch circuit wiring, wiring devices and connections to all equipment requiring electrical service.
3. Interior and exterior building lighting fixtures, controls and connections complete.
4. Coordination with Vendor's associated with the construction of the project.
5. All necessary incidental work not specifically mentioned herein or shown on the drawings shall be provided for complete and functioning systems.

B. Work specified in Division 26, 27, 28:

1. Section 260519: Low-Voltage Electrical Power Conductors and Cables
2. Section 260526: Grounding and Bonding for Electrical Systems
3. Section 260529: Hangers and Supports for Electrical Systems
4. Section 260533: Raceway and Boxes for Electrical Systems
5. Section 260553: Identification for Electrical Systems
6. Section 262416: 600-Volt Rated Panelboards & CBs'
7. Section 265619 - LED Exterior Lighting
8. Section 262726: Wiring Devices
9. Section 337173: Electrical Utility Services

1.2 INCORPORATED DOCUMENTS

A. Requirements of the General Conditions, Supplementary Conditions, and Division 1 Sections apply to all work in this Section, unless modified herein.

B. Provide equipment and materials which conform to, and perform the installation thereof in accordance with the following codes and industry standards. The applicable version of each shall be that in effect as of the date of the Contract:

1. California Electrical Code, latest edition (CEC).
2. California Building Code, latest edition (CBC)
3. Underwriters' Laboratories, Inc. (UL).
4. NFPA 101, Life Safety Code.
5. Titles 8, 19 and 24 of the California Code of Regulations (CCR).
6. American National Standards Institute (ANSI).
7. California State Fire Marshal (CSFM).
8. National Electrical Manufacturers' Association (NEMA).

9. Institute of Electrical and Electronics Engineers (IEEE).
    a. National Electrical Safety Code (NESC).
        i. Electrical Safety Orders.
        ii. Other applicable local codes and ordinances.
10. All local, State and Municipal Codes and Ordinances.

C. Where the authority-having-jurisdiction makes an interpretation or decision, as is their prerogative in accordance with the Code, such direction shall be considered a part of these Contract Documents as if contained herein. With respect to completing the intent of the Contract Documents, comply with any and all requirements of the authority-having-jurisdiction and utility company field inspectors, at no additional cost.

D. The above referenced codes and standards are considered to be absolute minimum requirements. The Drawings and Specifications shall take precedence over the above referenced codes and standards where materials or workmanship of higher quality or larger size is indicated. Nothing in these Drawings or Specifications shall be construed to allow work not conforming to the applicable codes and standards

1.3 REVIEW OF CONTRACT DOCUMENTS

A. Examine all relevant Contract Documents including Drawings, Specifications, and Shop Drawings in order to become acquainted with the Work of other installers whose activities will adjoin or be affected by the Electrical Work.

1.4 PERMITS, LICENSES, AND FEES

A. Procure and pay for all permits, licenses and fees that are required to carry out and complete the Electrical Work.

B. Pay for building department imposed inspection fees.

C. Pay utility company charges for normal or after hours shutdowns, service calls, repairs, and cable locating that are directly related to the installation of the Electrical Work.

1.5 SITE VERIFICATION OF INFORMATION

A. Visit the project site prior to submitting a bid and verify the condition, location and dimensions of buildings, equipment, and facilities. The act of submitting a bid shall indicate the Contractor to have familiarized themselves with all discernible conditions and has no exceptions to the existing conditions. There shall be no extra payment approved for work required due to existing conditions, whether specifically mentioned or not.

B. Verify at the project site, the accuracy of information shown on the Drawings regarding existing equipment, materials, and facilities. This includes but is not limited to: size, type, rating, quality, age, and serviceability. No allowance will be made on behalf of the Contractor for extra expenses resulting from the failure to discover conditions affecting the Work.

C. Lines of other services that are damaged as a result of this work shall promptly be repaired complete to the satisfaction of the Owner at no additional expense to the contract.

1.6 WORKING SPACE

A. Maintain adequate work space around, and access to, electrical and mechanical equipment in strict accordance with the applicable Codes. Verify during the course of construction that sufficient space will be available for the installation equipment, fixtures, etc.

1.7 QUALITY ASSURANCE

A. Conformance:

1. The Contractor shall notify the Owner's Representative, prior to submission of bid, about any part of the design which fails to comply with abovementioned requirements.
2. If after contract is awarded, minor changes and additions are required by aforementioned authorities, even though such work is not shown on drawings or covered in the specifications, they shall be included at Contractor's expense.

B. Coordination:

1. The Contractor shall become familiar with the conditions at the job site, contract drawings and specifications and plan the installation of the electrical work to conform with the existing conditions and that shown and specified so as to provide the best possible assembly of the combined work of all trades.
2. The Contractor shall work out in advance all "tight" conditions, involving all trades and if found necessary, supplementary drawings shall be prepared by this Contractor, for the Owner's Representative approval before work proceeds in these areas. No additional costs will be considered for work which must be relocated due to conflicts with the work of other trades.

1.8 MATERIALS AND SUBSTITUTIONS

A. Materials shall be new, high quality, free from defects, of standard make, and of the brand or grade as shown on the Drawings or specified herein. Specific trade names are used in the Drawings and Specifications in order to establish the standard grade and characteristics of said items. This does not imply the right upon the part of the Contractor to use other materials or methods without the approval of the Owner's Representative.

B. Electrical materials and equipment shall bear the label of, or be listed by, the Underwriters' Laboratories (UL) wherever standards have been established and label service is regularly furnished by that agency. Comply with the installation and application requirements of UL as documented in their published directories.

C. Unless specifically noted, equipment and systems shall be the product of a manufacturer who has been in the manufacture of, and has nationally distributed catalogs covering the ratings and specifications of, said equipment or systems, for a period of not less than five (5) years.

D. Maintain uniformity throughout the Project by making use of only one make or brand of material for each material used.

E. Substitutions of materials or methods will only be allowed if such items are approved in writing by the Owner's Representative as equal in quality and utility to the specified items. Submit a list of proposed substitutions within thirty (30) days of the award of the Contract. Include on the list the original manufacturer's name and model number, the proposed manufacturer's name and model number, catalog cut sheets, ratings, sizes, performance curves, shop drawings, and other data as may be required to demonstrate equality to the specified item.

F. The approval of a substitution does not authorize any deviation from the utility, size, function, or durability of the specified item unless specifically pointed out and requested in the proposed substitution list, and said deviation is approved in writing by the Owner's Representative. Responsibility of the Contractor for dimensional considerations or space conflicts is not relieved by the approval of a substitution.

G. If requested by the Owner's Representative, submit samples of materials and equipment for approval prior to installation.

H. Any and all additional costs incurred by the substitution of electrical material or equipment, or installation thereof, whether Owner's Representative, structural, plumbing, mechanical or electrical, shall be borne by the Contractor under this Section.

I. Burden of proof of equality of any substitution for a specified product is the responsibility of this Contractor.

J. Where required by Owner's Representative to ascertain equality of substitute product, Contractor may be requested to provide the specified item and the submitted substitution for comparison, at no additional cost to the Owner.

1.9 ELECTRICAL SUBMITTALS

A. See the General Conditions for conditions of submittal approval and general requirements for submission of shop drawings.

B. Submit electrical shop drawings and manufacturer's cut sheets for equipment and materials as noted in each Division 26 specification section. Bind the submittals as complete volumes according to classification of equipment such as power, lighting, etc. When possible, make all electrical submittals at the same time.

C. Submit shop drawings and supporting data as instruments of the Contractor. Stamp each item in the submittal documents with the Contractor's stamp, thereby stating that the equipment meets all requirements and conditions of the Drawings and Specifications. In particular, certify that the items shown on the shop drawings conform to the dimensional, environmental, and space restrictions as pertains to all work under this Contract and the work of other parties in conjunction with this Project.

D. Provide a blank space on the title page of each submittal classification for the Owner's Representative's or Engineers approval stamp and comment field. The minimum size of such space shall be eight inches wide by five inches high.

E. Arrange panelboard submittals to show bussing, circuit numbering, and branch circuit protective devices similar the schedules on the Drawings. Show elevations of switchboards, motor control centers, and distribution centers indicating the layout of devices, meters, handles, etc. Provide device ratings, circuit numbers, and nameplate descriptions in table form. Include terminal strip mounting arrangements on elevations for terminal cabinets.

1.10 DRAWINGS AND SPECIFICATIONS

A. The data and information contained on the Drawings is as accurate as was reasonably possible at the time they were produced, but absolute accuracy is not guaranteed. Exact locations, distances, elevations, etc., will be dictated by the actual building and the conditions at the site.

B. The layout of electrical equipment, wiring, and accessories is shown in a diagrammatic fashion (not pictorially) in order to achieve clarity and legibility. Although the size and location of electrical equipment is drawn to scale wherever possible, refer to all data in the Contract Documents and field verify this information as the project progresses. Examine Owner's Representative, structural, mechanical, and other drawings to determine the exact location of conduits, outlets, fixtures, and equipment and to note any conditions which may affect the electrical work.

C. The Drawings and Specifications may be superseded by later detail drawings and specifications prepared by the Owner's Representative. Conform to such detail drawings, specifications, addenda, change orders, other reasonable changes as if they are contained herein. See the General Conditions for change order cost considerations.

D. Because the Electrical Drawings may be distorted for clarity of representation, it may be necessary to field verify the exact location of electrical outlets, lights, switches, etc. in order to conform to the architectural elements. The Owner's Representative reserves the right to make minor changes to the locations of equipment, devices, and wiring shown on the Drawings, at no additional cost, providing the changes are ordered before the rough-in of conduit, boxes, or related items is completed, and no extra material are required.

E. For dimensional and locational purposes, the Architectural Drawings take precedence over the Electrical Drawings. Determine the appropriate location of lighting fixtures, outlets, wall-mounted devices, etc. by studying the reflected ceiling plans, building sections, and interior elevations. Report conflicting conditions to the Owner's Representative before rough-in for adjustments to the locations.

F. Conduit quantities, sizes, termination points, and wiring are depicted on the Electrical Drawings. However, not all conduit bends or routing details are necessarily shown. Route conduit so as to conform to the structural conditions, avoid obstructing other trades, maintain space restrictions and keep circulation areas and access openings clear.

G. Thoroughly examine the Contract Documents prior to submitting a bid in order to determine electrical requirements which are not necessarily indicated on the Electrical Drawings. Include sufficient allowance in the bid sum to cover the costs of these other requirements.

H. Should the Contractor perceive that the Drawings and Specifications do not sufficiently define the intent of electrical work, contact the Owner's Representative for clarification or additional information. The absence of such contact will be considered as evidence of understanding, on the part of the Contractor, of the intended Electrical Work and the required installation thereof.

1.11 WORKMANSHIP

A. Constantly supervise the work personally or through an authorized and competent representative. Keep the same foreman or supervisor on the project from commencement through completion.

B. Perform the Electrical work using the highest caliber craftsman available. Workmanship shall be first class and of the best quality available to insure a long and trouble free service life. Allow only experienced and competent workmen on the job.

1.12 COOPERATION AND COORDINATION

A. Consult with the other installers and trades in coordinating the Work so as to avoid conflicts, omissions and delays. Cooperate with other contractors, third parties, and the Owner in order to expedite the project and provide for the proper execution of the building as a whole. Work performed without regard to other trades or the overall project scheme, may necessarily be required to be moved at the Contractor's expense.

1.13 MANUFACTURER'S DIRECTIONS

A. Adhere to the manufacturer's directions regarding the proper installation and configuration of electrical equipment where those directions cover points not included in these Drawings and Specifications.

1.14 PROTECTION AND STORAGE

A. Use all means necessary to protect the materials of this Division before, during, and after installation and to protect the work and materials of all trades.

B. Deliver electrical materials to the site new, and in unbroken packages. Provide for the temporary storage of such materials, equipment, and construction tools in accordance with the General Conditions and in strict accordance with approved manufacturers' recommendations. Protect electrical equipment and materials during transit, storage and handling to prevent damage, soiling and deterioration.

C. During shipping storage and handling protect electrical materials from damage of any type including dust, water, over-spray, and temperature.

D. Avoid damage during construction to the work and materials of other trades as well as the electrical work and material. Repair or replace, at the Contractor's expense, defective or damaged items such that the entire Work is completed in a condition satisfactory to the Owner's Representative.

E. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.

F. This Contractor shall personally, or through an authorized representative, check all materials upon receipt at jobsite for conformance with approved shop drawings and/or plans and specifications.

1.15 EXCAVATION, CUTTING, PATCHING, AND REPAIR

A. Perform excavation and backfill required for the installation of electrical sub-structures. Restore grounds, walkways, roadways, curbs, walls, and other existing underground facilities to their original condition.

B. Conform to the applicable requirements of Division 2, Earthwork for Utilities, in the selection, placement, and compaction of backfill material and finished surfaces.

C. Cut, core-drill, and demolish existing walls, floors, ceilings and other building surfaces as required for the installation of Electrical Work. Obtain the approval of the Owner's Representative prior to performing any operation which may affect any structural elements of the building.

D. Patch and repair wood, plaster, tile, or concrete surfaces which have been damaged by the installation of the Electrical Work so that the finished surface matches the surrounding conditions.

1.16 FLASHING, WATERPROOFING AND SEALING

A. In general, install in an approved watertight manner, Electrical Work which pierces exterior walls or waterproofing membranes. Flash and counter-flash roof and wall penetrations in a manner described in other applicable sections of this Specification and as approved by the Owner's Representative.

B. Fit conduits passing through finished walls with steel escutcheon plates of brass, chrome, or painted finish as directed by the Owner's Representative. Grout penetrations of floor slabs, concrete or masonry walls with an approved grout or silicone elastomeric caulk.

1.17 CLEANING, ADJUSTING, AND TOUCH-UP

A. Remove on a daily basis electrical debris, scraps, packaging material and other rubbish. Dispose of such items off-site in an approved manner and debris. Maintain the site free from physical hazards at all times. See the General Conditions for additional requirements.

B. After installation, completely clean electrical equipment, fixtures, and materials of excess paint, over-spray, plaster, cement, insulating products, and other foreign matter. Leave the Electrical Work in a clean, finished, dry, level, like new condition.

C. Touch-up paint scratches and scuffs on electrical equipment and lighting fixtures with paint recommended by the manufacturer and matching the original item finish.

D. Make setting, adjustments, and programming in accordance with the manufactures' operating and installation instructions. Settings and program variables will be issued by the Owner's Representative prior to commissioning of the electrical system.

1.18 AS-BUILT DRAWINGS

A. Throughout the project, maintain accurate and current record documents. Show on the record drawings deviations from the Electrical Drawings, locations of underground conduits and pull-boxes, and concealed equipment which is not readily apparent. Dimension the record drawings using permanent, readily identified benchmarks such as column or wall lines.

B. At the completion of the project, present one clearly legible set of the record drawings to the Owner's Representative.

1.19 SCHEDULING/SEQUENCING

A. Place orders for all equipment in time to prevent any delay in construction schedule or completion of project. If any materials or equipment are not ordered in time, additional charges made by equipment manufacturers to complete their equipment in time to meet the construction schedule, together with any special handling charges, shall be borne by this Contractor.

B. The Contractor shall coordinate production and delivery schedule for all Owner-supplied equipment with the equipment suppliers to ensure that all Owner-supplied equipment is delivered to site in coordination with the construction schedule and in such a manner as to cause no delays in completion of the Contract as scheduled.

1.20 INSPECTIONS AND TESTING

A. Arrange for the inspection of the Work at various stages of completion by the Authority Having Jurisdiction, utility company representatives, and the Owner's Representative. Comply with all directions and remedial measures issued thereby. Any objections to these orders on the part of the Contractor must be presented to the Owner's Representative in writing within forty eight (48) hours of the inspection report.

B. Coordinate the installation of the Work so that observation of all rough-in, concealed, or underground Work can take place by the Owner's Representative. Provide a minimum of seventy two (72) hours' notice to the Owner's Representative prior to covering up the work. Uncover Work that has not been properly observed and make repairs to restore the Work and adjoining surfaces to their proper condition at no additional cost.

C. Perform tests of the electrical system during the course of the project and at project completion to ensure safe and proper function in accordance with the Contract Documents, manufacturers' recommendations, and applicable codes. Provide complete documentation of all test results to the Owner's Representative prior to project completion. Testing shall include, but not necessarily be limited to, the following:

1. Test for short circuits, open circuits, neutral leakage, and improper grounds on feeders and branch circuits. Perform this test with mains in disconnect from feeders, branch circuits closed, fixtures and devices permanently connected, lamps removed from sockets and wall switches closed.
2. Provide insulation resistance tests of all phase and neutral circuit conductors using a 500 Volt Megger for circuits of 240 Volt rating and below, and a 1000 Volt Megger for circuits of 277 volts and above. Minimum acceptable insulation resistance is one (1) megohm.
3. Perform a ground resistance test of each main grounding electrode system, ground rod, and supplemental grounding electrode. Utilize a calibrated, direct reading, earth ground test set and make the tests using the "Three-terminal, Fall-of-Potential" method. The maximum allowable earth ground resistance is 25 ohms.
4. Test for proper phase-to-phase and phase-to-neutral operating voltage on the main service and on each separately derived system. Perform this test at full load and at no load. With all circuits at full operating conditions, test the phase and neutral load currents using a clamp-on ammeter.
5. When series rated circuit breakers are used, provide a letter from the manufacturer of the equipment confirming that U.L. series rating exists for all protective devices. State the available fault current from the Utility Company and indicate that the overcurrent devices exceed the available fault current at the respective point of protection.

6. Tests as required by other sections of these Specifications.
7. Tests as prescribed by individual equipment manufacturers whether or not described in these Specifications.

D. At project completion, demonstrate to the Owner's Representative that the entire installation is complete, in proper operation condition and that the Contract has been properly and fully executed. Activate all circuits, lights, devices, and controls under full load and normal operating conditions. Identify faulty items and immediately replace or repair defective equipment, workmanship, and materials to like new condition and retest in the presence of the Owner's Representative.

E. At the completion of the Project, demonstrate to the Owner's Representative that the entire electrical system is free from short circuits and improper grounds, or upon request of the Owner's Representative anytime, make necessary tests under the observation of the Owner's Representative which will ensure that electrical equipment, materials and installation methods are as specified.

1.21 IDENTIFICATION

A. Each branch circuit of panelboards to have a permanently fixed number with one word directory, mounted under celluloid on inside of cabinet door, showing circuit numbers and typewritten description of equipment supplied by breakers, including location.

1. All existing panelboards touched shall be updated with new panel schedules.
2. All existing equipment on existing panel schedules shall be transferred to new panel schedules.

B. Provide label on all motors: "*Caution. Automatic equipment .May start at any time*."

C. Provide identification of all pull boxes, junction boxes, and conduit stub-ups on the project as outlined below:

1. For Power Feeders:
   a. Stencil cover with identifying circuit number.
   b. Lettering 1" high.
   c. Color of lettering black.
   d. Place lettering on cover in neat manner; run parallel to long sides of box.

2. For branch circuits, grounding, communication, signal, and control systems boxes and blank conduit stub-outs. Paint inside back of each j-box, front of each cover, and ends of each blank conduit stub-out with identifying system color as listed below:

System	Color
277/480 volt	Orange
120/208 volt	Blue
Telephone/Data	Grey
Ground system	Green
Clock	Brown
Fire Alarm	Red
Audio/Visual	Yellow
Security	White
Low voltage lighting control	Orange/White

1.22 GUARANTEE

A. In accordance with Division 1 requirements.

1.23 PERMITS AND INSPECTIONS

A. This Contractor shall obtain and pay for all required permits and arrange for all inspections required.

B. Do not allow or cause any of the work to be covered or enclosed until it has been tested and/or inspected.

1.24 WARRANTIES, CERTIFICATES, AND OPERATING MANUALS

A. Properly fill out and deliver to the Owner, all warranties, guarantees, certificates, etc. for equipment and materials that are furnished and installed under this Section of the Work. The effective date on each item shall be the date of acceptance of the work by the Owner.

B. Deliver to the Owner, a minimum of two (2) copies of the manufacturers' operating and maintenance manuals for major items of equipment.

END OF SECTION 260500

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control test reports.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in CEC, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with CEC.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Wire and Cable (600V)

a. American Wire Company
b. Belden
c. General Wire and Cable Corporation
d. Okonite Company
e. Rome Cable Corporation
f. Cerrowire
g. American Insulated Wire
h. AFC Cable Systems
i. Essex
j. Simplex Wire and Cable Company

2. Solderless Lugs and Grounding Connections

a. Burndy Engineering Company, Inc.
b. O.Z. Gedney Company, Inc.
c. Penn Union Electric Corporation
d. Thomas and Betts Company, Inc.

2.2 CONDUCTORS AND CABLES

A. Copper Conductors: Comply with NEMA WC 70.

B. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN and XHHW.

2.3 CONNECTORS AND SPLICES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. AFC Cable Systems, Inc.
2. Hubbell Power Systems, Inc.
3. O-Z/Gedney; EGS Electrical Group LLC.
4. 3M; Electrical Products Division.
5. Tyco Electronics Corp.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

C. 600-volt class, insulation color coded, minimum No. 12 AWG for branch circuits, No. 14 AWG for control circuits.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. All branch circuits for equipment electrical power, receptacles and lighting shall be concealed spaces where possible. Wiring method shall be MC Cable (copper) with home runs routed in EMT conduit.

B. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

C. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

D. Class 1 Control Circuits: Type THHN-THWN, in raceway.

E. Class 2 Control Circuits: Type THHN-THWN, in raceway.

F. Insulation type:

1. Standard locations: #12 to #1 AWG: THWN for wet locations and THHN for dry locations. #1/0 through #4/0 AWG: XHHW (55 Mils). 250MCM and larger: XHHW (65 Mils). All wire sizes used shall be based on a 75-degree insulation rating, unless specifically used with 90 degree rated breakers and devices.
2. High temperature and non-standard locations: Provide wire type and insulation category suitable for area of use as defined in CEC table 310-13.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Support cables according to Division 26 Sections "Hangers and Supports for Electrical Systems."

E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

F. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

G. Install all wiring (low voltage and line voltage) in conduit unless noted otherwise in the drawings, but do not pull into conduit until plastering and taping have been completed, and conduits and outlets have been thoroughly cleaned and swabbed as necessary to remove water and debris.

H. Approximately balance branch circuits about the neutral conductors in panels.

I. Connections to devices from "thru-feed" branch circuit conductors to be made with pigtails, with no interruption of the branch circuit conductors.

J. Neutral conductor identified by white outer braid, with different tracers of "EZ" numbering tags used where more than one neutral conductor is contained in a single raceway.

K. Neatly arrange and "marlin" wires in panels and distribution panelboards with "T and B Ty-rap" or approved equal plastic type strapping.

L. All wire and cable shall bear the Underwriters' Label, brought to the job in unbroken packages; wire color-coded as follows:

Voltage	Phasing	A	B	C	N
120/208	3PH-4W	Black	Red	Blue	White
208	3PH-3W	Black	Red	Blue	--
277/480	3PH-4W	Brown	Orange	Yellow	White
480	3PH-3W	Brown	Orange	Yellow	--
120/240	3PH-4W	Black	Red	Blue	White
240	3PH-3W	Black	Red	Blue	--

M. The equipment grounding conductor shall be insulated copper; where it is insulated, the insulation shall be colored green.

N. Label each wire of each electrical system in each pull box, junction box, outlet box, terminal cabinet, and panelboard in which it appears with "EZ" numbering tags indicating the connected circuit numbers.

O. Properly identify the “high leg” of 4-wire delta connected systems (in each accessible location) as required by CEC 215-8 and 230-56.

3.4 INSTALLATION OF DICONNECTS, CONNECTORS, AND LUGS

A. Equipment Disconnects: All disconnects shall be located to allow proper code required clearance in each area. Locations shown on drawings are diagrammatic only. The contractor shall coordinate exact locations in the field (with other trades) prior to rough-in to insure proper clearances.

1. Motor Disconnect Switches and Safety Switches: General Electric Company Heavy Duty Type "THD", cover interlocked with operating handle so that cover cannot be opened with switch in closed position and switch cannot be closed with cover in open position. 240V or 480V rating, single or multi-pole as required or as noted on drawings, in Nema 1 enclosure indoors or Nema 3R enclosure outdoors unless otherwise noted. Provide dual element motor circuit fuses sized as recommended by equipment manufacturer (for final equipment actually installed).

2. Code required disconnects: Provide a local disconnect in addition to the branch circuit protection device for all equipment as required by code (whether shown or not). Disconnects shall consist of a motor rated switch (or disconnect) for all motor loads less than 3/4HP or other suitable disconnect sized to match branch circuit conductors and load current of equipment, with number of poles as required.

B. Lugs and Connectors: Thomas and Betts "lock-tite", for No. 4 and larger wire; "Scotchlock" fixed spring type with insulator for No. 6 and smaller wire.

1. All splices made up with wire nut connectors shall be solidly twisted together with electricians pliers before connector is installed to ensure a proper connection in the event of wire nut failure. No exceptions.
2. Connectors listed or labeled for “no wire twisting required” are not an acceptable substitute for actual wire twisting.
3. Utilize porcelain type connectors in all high temperature environments (above 105 degrees Celsius).

C. Splice Insulation: "Scotch" electrical tape with vinyl plastic backing or rubber tape with protective friction tape for interior work.

1. Provide watertight cast splices for all conductors in site pull boxes or wet locations.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Division 26 Section "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Division 07 Section "Penetration Firestopping."

B. Fire stopping: 3M Fire Protection Products or equal.

1. Fire-rated and smoke barrier construction: Maintain barrier and structural floor fire and smoke resistance ratings including resistance to cold smoke at all penetrations, connections with other surfaces or types of construction, at separations required to permit building movement and sound vibration absorption, and at other construction gaps.
2. Systems or devices listed in the UL Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetration type, annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall penetrations. Systems or devices must be asbestos free.

3.7 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

B. Tests and Inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.

    a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

C. Test Reports: Prepare a written report to record the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

D. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Grounding systems and equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in CEC, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16-inch thick.

2.2 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.

1. Pipe Connectors: Clamp type, sized for pipe.

C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

2.3 GROUND RODS

A. Copper clad steel size 5/8 inch in diameter and 96 inches in length.

2.4 Test Wells

A. Provide handholes “Christy G5” or equal, with cast iron traffic lid and hold down screws.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install a solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare copper conductor, No. 4/0 AWG minimum. Bury at least 24 inches below grade.

C. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with the following items, in addition to those required by CEC:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.

5. Three-phase motor and appliance branch circuits.
6. Flexible raceway runs.
7. Computer and Rack-Mounted Electronic Equipment Circuits: Install insulated equipment grounding conductor in branch-circuit runs from equipment-area power panels and power-distribution units.

B. Signal and Communication Equipment: In addition to grounding and bonding required by CEC, provide a separate grounding system complying with requirements in TIA/ATIS J-STD-607-A.

1. For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
2. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4-by-12-inch grounding bus.
3. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Install ground wires in rigid conduit.

C. All grounding electrode conductor connections "thermite" or "cad-weld" welded.

D. Use approved pressure type solderless connector or use fusion welding for all connections to and bonding of grounding electrode system. All connections shall be visible, readily accessible for testing purposes. Grounding electrode conductor between the grounding electrode and service equipment.

E. Terminate grounding conduits at equipment with ground bushing, with ground wire connected through bushing.

F. Other than for isolated ground receptacles, provide No. 12 stranded (green) THHN conductor from outlet box to ground screw of every receptacle.

G. Ground all isolated sections of metallic raceways.

H. Provide #12 minimum stranded (green) THHN conductor sized per CEC, or as noted, connected continuously throughout branch circuit for all circuits, bonded to panel ground bus, and to all electrical devices and equipment enclosures

I. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

3.4 LABELING

A. Comply with requirements in Division 26 Section "Requirements for Electrical Installations" The label or its text shall be green.

B. Install labels at the telecommunications bonding conductor and grounding equalizer and at the grounding electrode conductor where exposed.

1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

3.5 FIELD QUALITY CONTROL

A. Perform the following tests and inspections and prepare test reports:

1. After installing grounding system, before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Make tests at ground rods before any conductors are connected.
4. Test system using the three-point fall of potential method only. Record results and submit to Owner’s Representative for approval.

B. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
2. Power Distribution Units or Panelboards Serving Electronic Equipment: 3ohm(s).

C. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Owner’s Representative promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Hangers and supports for electrical equipment and systems.

1.2 PERFORMANCE REQUIREMENTS

A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

B. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.3 ACTION SUBMITTALS

A. Product Data: For steel slotted support systems.

B. Shop Drawings: Show fabrication and installation details and include calculations for the following:

1. Trapeze hangers. Include Product Data for components.
2. Steel slotted channel systems. Include Product Data for components.
3. Equipment supports.

1.4 INFORMATIONAL SUBMITTALS

A. Welding certificates.

1.5 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Comply with CEC.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Allied Tube & Conduit.
b. Cooper B-Line, Inc.; a division of Cooper Industries.
c. ERICO International Corporation.
d. GS Metals Corp.
e. Thomas & Betts Corporation.
f. Unistrut; Tyco International, Ltd.
g. Wesanco, Inc.
h. General Electric Company
i. Republic Steel Corporation

2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
5. Channel Dimensions: Selected for applicable load criteria.

B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1) Hilti Inc.
2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
3) MKT Fastening, LLC.
4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.

2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1) Cooper B-Line, Inc.; a division of Cooper Industries.
2) Empire Tool and Manufacturing Co., Inc.
3) Hilti Inc.
4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
5) MKT Fastening, LLC.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by CEC. Minimum rod size shall be ¼-inch in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts
6. To Light Steel: Sheet metal screws.
7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Touchup: Comply with requirements in Division 09 Section "Exterior Paints" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 SUMMARY

A. All branch circuits for electrical equipment, receptacles and lighting shall be copper wiring routed in EMT conduit home runs. MC cable may only be used within 6 feet of light fixture.

1.2 RELATED SECTIONS

A. Section 260500: Common Work Results for Electrical

B. Section 260519: 600-Volt Power Conductors and Cables

C. Section 260526: Grounding and Bonding for Electrical Systems

D. Section 260553: Identification for Electrical Systems

1.3 REFERENCES - CODES AND STANDARDS

A. ANSI C80.1 Rigid Steel Conduit, Zinc Coated.

B. ANSI C80.3 Electrical Metallic Tubing, Zinc Coated.

C. ANSI C80.6 American National Standard for Electrical Intermediate Metal Conduit.

D. ASTM A 48 Standard Specification for Grey Iron Castings.

E. NECA (National Electrical Contractor's Association) – "Standard of Installation."

F. NEMA FB 1 (National Electrical Manufacturers Association) – Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.

G. NEMA OS 1 (National Electrical Manufacturers Association) – Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

H. NEMA OS 2 (National Electrical Manufacturers Association) – Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.

I. NEMA RN 1 (National Electrical Manufacturers Association) – Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.

J. NEMA TC 2 – Electrical Polyvinyl Chloride (PVC) Conduit.

K. NEMA TC 3 (National Electrical Manufacturers Association) – PVC Fittings for Use with Rigid PVC Conduit and Tubing.

L. NEMA TC 6 - Non-Metallic Conduit.

M. NEMA 250 (National Electrical Manufacturers Association) – Enclosures for Electrical Equipment (1,000 Volts Maximum).

N. CEC California Electrical Code (CEC). Latest approved edition

O. UL 1 Flexible Metal Conduit

P. UL 6 Rigid Metal Conduit

Q. UL 514B Conduit, Tubing and Cable Fittings.

R. UL 651 Rigid Non-Metallic Conduit

S. UL 797 Electrical Metallic Tubing

T. UL 1242 Intermediate Metal Conduit

1.4 SYSTEM DESCRIPTION

A. Raceway, boxes and manholes located as indicated on drawings and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway, boxes and manholes are shown in approximate locations unless dimensioned. Provide raceway for complete wiring system.

B. All branch circuits for equipment electrical power, receptacles and lighting shall be concealed spaces where possible. Wiring method shall be EMT conduit.

C. In or Under Slab: Provide Schedule 40 non-metallic conduit.

D. Underground more than 5 feet (1,500 mm) outside foundation wall: Provide Schedule 40 non-metallic conduit.

E. Underground within 5 feet from foundation wall: Provide rigid steel or Schedule 80 non-metallic conduit.

F. Provide Schedule 80 or Galvanized Steel with tape wrap rigid steel factory bends greater than 22.5 degrees and for stub-ups through concrete slabs.

G. Outdoor Locations, Above Grade: Provide EMT conduit painted to match surface(s). Provide cast metal gasketed outlet, pull, and junction boxes.

H. Concealed Dry Locations: Provide electrical metallic tubing for sizes less than 2-inches. Provide galvanized rigid steel or intermediate steel conduit in sizes 2-inches or larger. Provide cast or sheet metal boxes.

1.5 DESIGN REQUIREMENTS

A. Minimum Raceway Size: 3/4 inch (19 mm) unless otherwise specified.

1.6 SUBMITTALS

A. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by product testing agency having jurisdiction. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

B. Submit detailed conduit routing plan, for review and approval, prior to installation as follows:

1. Exposed and/or concealed in building walls for conduits larger than 2-inch outside diameter.
2. All underground conduits (3/4-inch and larger) in duct bank; concealed in floor slabs, equipment pads and concrete slabs.

C. Product Data: Submit for the following:

1. Rigid Steel Conduit.
2. Electrical Metallic Tubing (EMT).
3. Liquid tight flexible metal conduit.
4. Nonmetallic conduit.
5. Raceway fittings.
6. Conduit bodies.
7. Surface raceway.
8. Pull boxes, junction boxes.

D. Manufacturer's Installation Instructions:

1. Submit application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.
2. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.7 CLOSEOUT SUBMITTALS

A. Project Record Documents:

1. Record actual routing of conduits. Provide record (as-built) drawings marked in red to show actual routing of the underground raceway and cable when different from the original contract drawings. Prepare on new, clean set of contract drawings.
2. Record actual locations and mounting heights of outlet, pull boxes, junction boxes and manholes.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

B. Protect PVC and PVC-coated metallic conduit from sunlight.

PART 2 - PRODUCTS

2.1 CONDUIT

A. Galvanized Rigid Steel Conduit (GRSC or RGS), couplings and elbows shall be hot-dip galvanized, rigid mild steel in accordance with ANSI C80.1 and UL 6. The conduit interior and exterior surfaces shall have a continuous zinc coating with a transparent overcoat of enamel, lacquer, or zinc chromate. Conduit shall be formed with continuous welded seams with a uniform wall thickness, in minimum 10-foot lengths, with threaded ends.

B. Electrical Metallic Tubing (EMT). Electrical metallic tubing, including elbows and bends, shall be zinc coated, mild steel in accordance with the requirements of ANSI C80.3 and UL 797. The interior and exterior surfaces of the tubing shall have a continuous zinc coating. Conduit shall be formed with a continuous welded seam, with a uniform wall thickness, in minimum 10-foot lengths.

C. Liquid-Tight Flexible Metal Conduit shall be plastic-jacketed, galvanized steel, "Sealtite" Type EF for general service areas or Type HC for high-temperature when used under raised floor or in air plenums. Conduit shall be UL listed.

D. Non-Metallic Conduit shall be as follows:

1. Schedule 40: Conduit shall be 90-degree Celsius, polyvinyl chloride in conformance with NEMA TC-2 and UL 651 requirements.
2. Spacers used in duct bank installations shall be high impact plastic, interlocking bases, and intermediate type spacers. Place spacers between 6 and 10 feet apart.

2.2 RACEWAY FITTINGS

A. Couplings and Thread Protectors. Each length of threaded conduit shall be provided complete from the manufacturer with a coupling on one end and a thread protector on the other. The thread protector shall have sufficient mechanical strength to protect the threads during normal handling and storage.

B. Metal Conduit Fittings shall conform to the requirements of UL 514B where this standard applies. Galvanized steel fittings shall be used with steel conduit. Threaded fittings shall engage a minimum of five threads made up wrench-tight and be compatible with conduit. EMT fittings shall be compression type, UL approved for rain tight applications.

C. Liquid-Tight Flexible Conduit Fittings shall be galvanized steel, T&B 53XX series insulated throat, and shall bear the UL label. Die-cast malleable fittings are not acceptable.

D. Non-Metallic Conduit Fittings shall be of same material and strength characteristics as the conduit and shall be solvent welded as recommended by manufacturer. End bells shall be plastic, high impact, tapered to fit. Where conduit transition from non-metallic to metallic is required, provide non-metallic female “terminal” adapter. Non-metallic “male” adapters are not acceptable.

E. Bushings shall be provided for the termination of all conduits not terminated in hubs, couplings or insulated throat connectors. Grounding type insulated bushings with insulating inserts in metal housings shall be provided for conduit 1-1/4 inches and larger. Standard bushings shall be galvanized steel or malleable iron in all sizes.

F. Locknuts. One interior and one exterior locknut shall be provided for all conduit terminations not provided with threaded hubs and couplings. Locknuts shall be designed to securely bond with the conduit to the box when tightened. Locknuts shall be so constructed that they will not be loosened by vibration.

2.3 CONDUIT BODIES

A. Malleable iron conduit bodies shall be cast malleable iron with tensile strength meeting ASTM A 48, Class 30A requirements. Malleable conduit bodies shall be finished with an epoxy powder coating. Cover shall be malleable iron with captive screws.

B. All conduit bodies' entrances shall be machined NPT threads with a smooth, rounded, internal conduit stop bushing.

C. All conduit bodies shall be equipped with a sealed and gasketed cover. Cover shall be secured using stainless steel machine screws.

D. Conduit bodies shall be manufactured by Crouse-Hinds, Appleton, or approved equal.

2.4 CONDUIT SUPPORTS

A. Conduit supports shall be furnished and installed in accordance with other section of these specifications. Conduits shall be supported so that fittings are accessible. Support systems shall be limited to electrical conduits only.

B. Hanger rods shall be 3/8-inch diameter galvanized threaded steel rods, minimum. Conduit racks over 18-inch wide, over one level, or supporting 2-inch RSC or larger, shall be 1/2-inch diameter rod minimum.

C. Conduit Clamps. Conduits in single runs or groups of two shall be supported by steel clamps and clamp backs. They shall be galvanized malleable iron or approved equal cast ferrous metal for steel conduit or tubing.

D. Support Channels. Supports for banks of three of more conduits shall be constructed of formed steel support channels (Unistrut, Kindorf, Superstrut, B-Line or approved equal) with associated conduit or tubing clips. Support channels shall be steel, hot-dip galvanized after fabrication with galvanized steel clips for steel conduit or tubing.

E. Wall Penetrations. All conduits, raceways, cables and sleeve penetrations through fire rated and hazardous location walls, shafts, floor, ceilings, etc., shall be sealed with a UL-approved fire stopping system, in accordance with specification Section 16060 – Basic Electrical Materials and Methods.

2.5 OUTLET BOXES AND SWITCH BOXES

A. Manufacturers: Firms regularly engaged in the manufacturing of electrical raceways of the types and capacities required, whose products have been in satisfactory use in similar service for not less than 3 years.

B. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, galvanized flat rolled sheet steel outlet wiring boxes of types, shapes and sizes, including box depths, to suit each respective location and

installation; construct with stamped knockouts in back and sides, and with threaded screw holes with corrosion-resistant screws for securing box covers and wiring devices.

C. Outlet boxes used in wet outdoor locations, surface mounted shall be cast metal (FS or FD type) with mounting lugs and gasketed covers.

D. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported, per CEC requirements.

E. Outlet Box Accessories: Provide outlet box accessories as required for each installation, including mounting brackets, wallboard hangers, extension rings, fixture studs, cable clamps and metal straps for supporting outlet boxes, which are compatible with outlet boxes being used and meeting requirements of individual wiring situations.

2.6 PULL BOXES, JUNCTION BOXES, HANDHOLES AND MANHOLES

A. Sheet Metal Boxes shall be NEMA OS 1, NEMA rating as indicated on drawings. Minimum 16-gauge galvanized steel construction with stainless steel hinged cover and neoprene gasket. Cover shall be secured to the body with a continuous, full length, piano type hinge and stainless-steel pin on one side and captive screw on the other side. Door shall be equipped with padlock hasp with sealing hole provisions.

1. Provide #10-32 tapped hole provisions for optional ground lug kit.
2. Provide 0.375-16 collar studs for mounting optional panel.
3. Provide external mounting feet for secure wall mounting.
4. Finish: Wash and phosphate undercoat with ANSI 61 gray polyester power finish.

B. Surface-Mounted Cast Metal Box: NEMA 250, NEMA Type 3R or 4 as indicated, flat-flanged, surface- mounted junction box:

1. Material: Cast Iron.
2. Cover: Furnish with ground flange, neoprene gasket, and stainless-steel cover screws.

2.7 CLOSURE FOAM

A. All conduit, raceways, cables and sleeves penetrations through fire rated and hazardous location walls, shafts, floor, ceilings, etc., shall be sealed by closure foam as in Dow Corning #3-6548 silicone RTV, GE RTV 850 silicone foam, or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify outlet locations and routing and termination locations of raceway prior to rough in.

3.2 INSTALLATION OF RACEWAYS

A. Routing

1. Install raceway and boxes in accordance with NECA “Standard of Installation.”
2. Conduit routing shown on drawings is diagrammatic only. Contractor shall field route conduit and raceways between equipment and devices as required to obtain a complete wiring system.
3. Conduit shall not be exposed unless specifically mentioned on the drawings or accepted by the architect.
4. All exposed conduits shall be installed parallel or perpendicular to dominant surfaces with right-angle turns made of symmetrical bends or fittings.
5. Conduit shall not be installed on the outside face of exposed columns but shall be routed on the web or on the inside of a flange of the column.
6. Except where prevented by the location of other work, a single conduit or a conduit group shall be centered on structural members.
7. Conduit shall be located at least 6 inches from hot water or steam pipes and from other hot surfaces

B. Moisture Pockets

1. Moisture pockets shall be eliminated from conduits. If water cannot drain to the natural opening in the conduit system, a hole shall be drilled in the bottom of a pull box or a "C-type" conduit fitting provided in the low point of the conduit run.

C. Couplings and Unions

1. Metal conduit shall be joined by threaded conduit couplings, with the conduit ends butted.
2. The use of running threads, Erickson type couplings, split couplings or similar unions are not permitted.

D. Conduit Bodies

1. Conduit bends shall meet the requirements of CEC, minimum bend radius of the cable installed or as indicated on the drawings, whichever is greater.
2. Conduits or tubing deformed or crushed in any way shall be removed from the job site.

E. Bends and Offsets

1. Changes in direction of conduits shall be made with fittings or bends.
2. Conduit bends shall meet the requirements of CEC, minimum bend radius of the cable installed or as indicated on the drawings, whichever is greater.
3. Bends shall be made using appropriate tools or mechanical equipment. The use of a pipe tee or vise for bending conduit or tubing will not be permitted.
4. For non-metallic conduit or plastic-coated steel, approved factory bends and offsets shall be used.
5. Conduits or tubing deformed or crushed in any way shall be removed from the job site.
6. Install no more than the equivalent of three 90-degree bends between boxes or outlets

F. Cutting and Threading

1. The plane of all conduit ends shall be square with the centerline.
2. Where threads are required, they shall be cut and cleaned prior to conduit reaming.
3. The ends of all conduit and tubing shall be reamed to remove all rough edges and burrs.
4. Cutting oil shall be used in threading operations; the dies shall be kept sharp, and provisions shall be made for chip clearance.

5. Threads on conduits and fittings shall be lubricated with conducting and sealing compound.
6. All steel conduits shall be coated after threading with cold-galvanized zinc coating. The Contractor shall supply this protective material and shall apply it in the field prior to installing conduit or fittings.

G. All steel conduit, exposed to weather or in contact with earth, shall be re-galvanized after threading with "Galvanizing Powder M-321" as manufactured by the American Solder and Flux Company of Philadelphia, Pennsylvania; "Zincilate 810" as manufactured by Industrial Metal Protectives, Inc., of Dayton, Ohio; "Zinc Rich" coating as manufactured by ZRC Chemical Products Company, Quincy, Massachusetts; or approved equal. The Contractor shall supply this protective material and shall apply it in the field.

H. Connections to Boxes and Cabinets

1. Conduit shall be securely fastened to all boxes and cabinets.
2. Threads on metallic conduit shall project through the wall of the box to allow the bushing to butt against the end of the conduit.
3. The locknuts, both inside and outside, shall then be tightened sufficiently to bond the conduit securely to the box.
4. Locknuts on connectors shall be tightened securely to bond the connectors.

I. All conduits entering enclosures outdoors or in wet areas shall enter through Meyer's hubs, or approved equal, or threaded openings.

J. Cleaning

1. Precautions shall be taken to prevent the accumulation of water, dirt, or concrete in the conduit.
2. Conduit in which water or other foreign materials have been permitted to accumulate shall be thoroughly cleaned or, where such accumulation cannot be removed by methods acceptable to the Owner /Engineer, the conduit shall be replaced.
3. For conduits sizes 3 inches and larger, draw a flexible testing mandrel approximately 12 inches long with a diameter less than the inside diameter of the conduit through the conduit. After which, draw a stiff bristle brush through until conduit is clear of particles of foreign materials. For conduits less than 3 inches, draw a stiff bristle brush through until conduit is clear of particles and foreign material.

K. Empty Conduit

1. All conduits installed for future use shall have a polypropylene pull line with a minimum tensile strength of 200 lbs., Jet Line, Cat. No. 232, polyolefin, or approved equal. Pull line shall be secures at both ends to ensure future accessibility.

L. Rooftop Conduits

1. Provide redwood sleepers on waterproof mastic base for all conduit runs exposed on roofs.

M. Identification

1. All conduits shall be identified in accordance with other section of these specifications.

N. Grounding

1. All conduits shall be grounded in accordance with specification Section 16050 – Basic Electrical Materials and Methods.
2. A solid or stranded bare copper or green insulated copper solid or stranded ground wire shall be provided in all conduits and raceways.

O. Galvanized Rigid Steel Conduit

1. Galvanized rigid steel conduit shall be installed in areas exposed to weather, vehicle traffic, in hazardous classified areas, for penetrations through foundations, and 10 feet before transition from below grade to 8 feet above grade, unless otherwise noted on the drawings.
2. Steel conduit in contact with earth shall be protected by "Scotchwrap" 10 mil tape applied in double thickness using 50 percent lap turns to 6 inches above grade and 6 inches beyond transition.
3. Expansion joints shall be used where required.

P. Polyvinyl Chloride (PVC) Coated Galvanized Rigid Steel Conduits and Intermediate Steel Conduit

1. PVC -coated, steel conduit and fittings shall be installed where highly corrosive conditions exist, indoors or outdoors.
2. The Contractor shall patch any damaged coating according to the manufacturer's instructions.

Q. Electrical Metallic Tubing

1. Electrical metallic tubing shall be installed for all circuits, indoors above concrete slab, where not subject to conditions outlined for rigid galvanized steel conduits.

R. Liquid-Tight Flexible Metal Conduit

1. Liquid-tight flexible metal conduit shall be used in place of regular flexible conduit for connections to motors and transformers, in areas exposed to weather, moisture or oil, and under raised floors.
2. Liquid-tight flexible metal conduit may be used in place of flexible metal conduit where not otherwise required.

S. Non-Metallic Conduit

1. Schedule 40 shall be used for all power, signal feeders and branch circuits, in earth or enclosed in concrete, unless otherwise noted on the drawings. Conduits must be buried in earth in accordance with the CEC.

T. Conduit Support

1. Fasten conduit supports to building structures and surfaces in accordance with Section 16050 – Basic Electrical Materials and Methods.
2. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
3. Do not use wire, ceiling support wires or perforated pipe straps to support conduit. Remove any temporary installation support wire.

U. Spacing of Supports

1. All conduit runs shall be rigidly supported, except where buried in concrete,.
2. Each conduit shall be supported within one (1) foot of junction boxes and fittings.
3. Spacers used in duct bank installations shall be placed no more than 6 to 10 feet apart.
4. Support spacing along conduit runs shall be as follows.

Conduit Size	Maximum Distance Between Supports
½ inch through 1-1/4 inch	5 feet
1-1/2 inch and larger	8 feet

V. Ground and bond raceway and boxes in accordance with Section 16050 – Basic Electrical Materials and Methods.

3.3 CABINET AND BOX INSTALLATION

A. Install electrical boxes as shown on drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.

B. Locate boxes and conduit bodies so as to ensure ready accessibility of electrical wiring, maintain headroom and to present neat mechanical appearance.

C. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only. In inaccessible ceiling areas, install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.

D. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices with each other.

E. Use flush mounting outlet boxes in finished areas.

1. Do not install flush mounting boxes back-to-back in walls.
2. Provide minimum 6-inch separation between adjacent boxes.
3. Provide minimum 24-inch separation in acoustic rated walls.
4. Use stamped steel bridges to fasten flush mounting outlet box between studs.
5. Secure flush mounting box to interior wall and partition studs.
6. Accurately position to allow for surface finish thickness.
7. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
8. Use adjustable steel channel fasteners for hung ceiling outlet box.

F. Support boxes independently of conduits.

G. Use code sized gang box where more than one device is mounted together. Do not use sectional box. Use code sized gang box with plaster ring for single device outlets.

H. Use cast outlet box in exterior locations where exposed to the weather and wet locations (interior or exterior).

I. Coordinate installation of electrical boxes and fittings with cable and raceway installation work. Provide knockout closures to cap unused knockout holes where blanks have been removed.

J. Avoid using round boxes where conduit must enter box through side of box, which would result in difficult and insecure connections where fastened with a locknut or bushing on rounded surface.

K. Fasten boxes rigidly to substrate or structural surfaces to which they are being mounted, or solidly embed electrical boxes in concrete or masonry as appropriate.

L. Except as prevented by the location of other work, all junction boxes and outlet boxes shall be centered on structures.

M. Conduit openings in boxes shall be made with a hole saw or shall be punched.

N. Cabinets and boxes shall be rigidly mounted.

1. Mounting on concrete shall be secured by self-drilling anchors.
2. Mounting on steel shall be by drilled and tapped screw holes, or by special support channels welded to the steel, or by both.
3. Cabinets shall be leveled and fastened to the mounting surface with not less than ¼-inch air space between the enclosure and mounting surface.
4. All mounting holes in the enclosure shall be used.

O. Large Pull Boxes - Boxes larger than 100 cubic inches in volume or 12 inches in any dimension.

1. Interior Dry Locations - Use hinged enclosure.
2. Other Locations - Use surface mounted box of appropriate location classification.

3.4 ANCHORS

A. Where supports for raceways, boxes, and cabinets are mounted on concrete surfaces, they shall be fastened with self-drilling tubular expansion shell anchors with externally split expansion shells, single-cone expanders, and annular break-off grooved chucking cones. Anchors shall be Phillips "Red Head" or approved equal.

3.5 ADJUSTING

A. Install knockout closures in unused openings in boxes.

3.6 CLEANING

A. Clean interior of boxes to remove dust, debris, and other material.

B. Clean exposed surfaces and restore manufacturer’s finish.

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. The extent of the electrical systems and equipment requiring identification is shown on the drawings, and the extent of identification required is specified herein and in individual sections of work requiring identification. The types of electrical identification specified in this section include the following:

1. Exposed conduit color banding.
2. Cable/conductor identification.
3. Operational instructions and warnings.
4. Equipment/system identification signs.

1.2 REFERENCES - CODES AND STANDARDS

A. ANSI Z535.1 - Safety Color Code

B. APWA ULCC - Uniform Color Code for Buried Utilities.

C. CEC California Electrical Code (CEC). Latest approved edition.

1.3 SYSTEM DESCRIPTION

A. Label the following electrical equipment with nameplates which clearly identify each item, the function or use of the item, and the circuit identification of the feed to the item:

1. All transformers shall be identified by 1-inch-high block letters cut in stencil and applied with yellow paint on a flat-black background. The transformer number, primary and secondary voltages, and the kVA shall be shown.
2. All Distribution Panelboards, Power and Lighting Panels, Local Control Panels, Terminal Cabinets and all electrical equipment enclosure shall be identified using laminated plastic nameplates. The equipment number, voltage rating, current rating, number of phases, connection type, short circuit interrupting rating, and circuit number shall be shown
3. All motors, starters, disconnect switches, Time Switches, Special Function Pushbuttons and Switches, and miscellaneous control devices shall be identified by function and circuit number, with 1/4-inch-high black characters on a ½-inch wide white stick-on tape where installed indoors and engraved plastic nameplates where installed outdoors.
4. All underground raceway or cable shall be marked with buried warning tape along its entire length.
5. All exposed raceway longer than 10 feet in length shall be identified.
6. Panelboard Directories: Furnish all panelboards with a complete typewritten directory mounted in the inner door under a clear plastic cover set in a metal frame.

B. Branch circuits and devices:

1. Label all individual receptacle outlets and light switches at their faceplate to indicate the panelboard of origin and branch circuit number, as shown on drawings. Labels shall be

self-adhesive, thermal machine printed type such as Brothers, Panduit, or T&B and shall be clear plastic with black lettering.
2. All branch circuits in outlet boxes shall be identified with circuit number using wrap-around labels (T&B, BRADY or 3M).
3. As an alternative to separate nameplates, device plates may be engraved directly with lettering filled with black enamel.

1.4 SUBMITTALS

A. Catalog data for nameplates, labels, and markers.

B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under regulatory requirements. Include instructions for storage, handling, protection, examination, preparation and installation of product.

1.5 REGULATORY REQUIREMENTS

A. Conform to requirements of CEC – California Electrical Code.

B. Furnish products listed and classified by Underwriters' Laboratories, Inc. (UL), Electrical Testing Laboratories, Inc. (ETL), or other recognized, approved testing and listing agencies as suitable for the purpose specified and shown.

PART 2 - PRODUCTS

2.1 NAMEPLATES AND LABELS

A. Nameplates

1. Engraved three-layer laminated plastic, white letters on black background for normal power and white letters on red background for emergency power. Communications and control cabinets shall be labeled with white letters on green background.
2. Locations

a. Each electrical distribution board, panelboard and control equipment enclosure.
b. Communication cabinets.

3. Letter Size

a. Use 1/8-inch letters for identifying individual equipment and loads.
b. Use ¼-inch letters for identifying grouped equipment, loads, panelboards, and transfer switches.
c. Use ½-inch letters for identifying the main switchboard, motor control centers, transformers and large distribution switchboards.

B. Labels

1. Embossed adhesive tape, with 3/16-inch white letters on colored background to match color scheme of plastic laminate labels in 2.1.1. Use only for identification of individual wall switches and receptacles, control device stations, and multi-outlet devices.
2. Thickness

a. 1/16-inch for units up to 20 square inches or 8-inch length; 1/8-inch for larger units.

2.2 WIRE MARKERS

A. Manufacturers

1. Brady
2. Thomas & Betts
3. 3-M Co.

B. Description: Cloth, tape, split sleeve, or tubing type wire markers, self-adhesive.

C. Locations: Each conductor at panelboard gutters, pull boxes, outlet and junction boxes, control panels, motor controllers and starters, and each load connection.

D. Legend

1. Power and Lighting Circuits: Branch circuit or feeder feed from.
2. Control Circuits: Control wire number indicated on shop drawings.
3. Neutral Conductors: Clearly indicate the branch circuit or feeder number the neutral serves. In multi-wire circuits where the neutral is shared, mark the neutral with the circuit number of the “A” phase.

2.3 CONDUIT MARKERS

A. Provide manufacturer's standard preprinted, flexible or semi-rigid, permanent, plastic-sheet conduit markers, minimum of 3 mils thick and 1-1/2-inch wide extending 360 degrees around conduits; designed for self-adhesive attachment to conduit. Except as otherwise indicated, provide lettering that indicates the voltage of the conductor(s) in the conduit. Provide 8-inch minimum length for 2-inch and smaller conduit, 12-inch minimum length for larger conduit.

B. Location: Furnish markers for each conduit longer than 10 feet.

C. Spacing: 20 feet on center.

D. Color: Unless otherwise indicated or required by governing regulation, provide orange markers with black letters.

1. Fire Alarm System: Red w/black letters.
2. Telephone System: Green w/yellow letters.
3. Data/Communication. System: White w/black letters.
4. Emergency System: Orange w/black letters.

E. Legend:

1. 208 Volt System: Normal 208/120-volts.
2. Fire Alarm System: Fire alarm.
3. Telephone System: Telephone.
4. Data/Communication System: Data/communications.

2.4 FASTENERS

A. Secure all labels and nameplates with self-tapping stainless-steel screws. Use contact type permanent adhesive where screws cannot or should not penetrate the substrate.

2.5 LETTERING AND GRAPHICS

A. Coordinate names, abbreviations and other designations used in the electrical identification work, with the corresponding designations shown, specified or scheduled. Provide numbers, lettering and wording as indicated or, if not otherwise indicated, as recommended by manufacturers or as required for proper identification and operation/maintenance of the electrical systems and equipment.

2.6 UNDERGROUND WARNING TAPE

A. Three-inch minimum width, 5 mil thickness, foil bonded polyethylene tape, detectable type, with suitable continuous warning legend describing buried electrical lines. Tape color shall conform to APWA uniform color code using ANSI Z535.1 safety colors. Text shall be black, 2-inch minimum letters.

B. Identify underground conduits using underground warning tape. Install one tape per trench at 3 inches below finished grade.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive nameplates and labels.

B. Coordination: Where identification is to be applied to surfaces that require finish, install identification after completion of painting.

C. Regulations: Comply with governing regulations and the requests of governing authorities for the identification of electrical work.

3.2 APPLICATION

A. Install nameplate and label parallel to equipment lines.

B. Secure nameplate to equipment front using screws, rivets, or adhesive.

C. Secure nameplate to outside moveable surface of door on panelboard.

D. Conduit Identification:

1. Where electrical conduit is exposed in spaces with exposed mechanical piping, which is identified by a color-coded method, apply color-coded identification on the electrical conduit in a manner similar to the piping identification. Except as otherwise indicated, use orange as the coded color for conduit.

2. Paint red band or provide red tape on each fire alarm conduit longer than 10 feet, minimum 20 feet on center.

E. Cable/Conductor Identification:

1. Apply cable/conductor identification on each cable and conductor in each box/enclosure/cabinet where the wires of more than one circuit or communication/signal system are present, except where another form of identification (such as color-coded conductors) is provided.
2. Match identification with marking system used in panelboards, shop drawings, contract documents, and similar previously established identification for project electrical work.

F. Operational Identification and Warnings

1. Wherever reasonably required to ensure safe and efficient operation and maintenance of the electrical systems and electrically connected mechanical systems and general systems and equipment, including the prevention of misuse of electrical facilities by unauthorized personnel, install self-adhesive plastic signs or similar equivalent identification, instruction or warnings on switches, outlets and other controls, devices and covers of electrical enclosures. Where detailed instructions or explanations are needed, provide plasticized tags with clearly written messages adequate for the intended purposes.

END OF SECTION 260553

SECTION 262416 - 600-VOLT RATED PANELBOARDS & CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes distribution and branch circuit panelboards and circuit breakers.

1.2 RELATED SECTIONS

A. Section 260500: Common Work Results for Electrical

B. Section 260526: Grounding and Bonding for Electrical Systems

C. Section 260553: Identification for Electrical Systems

1.3 REFERENCES - CODES AND STANDARDS

A. ANSI C2 National Electrical Safety Code.

B. NECA Standard of Installation

C. NEMA AB 1 Molded Case Circuit Breakers.

D. NEMA ICS 6 Enclosures

E. NEMA PB 1 Panelboards.

F. NEMA PB 1.1 Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.

G. NETA ATS (National Electrical Testing Association) - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems

H. NFPA 70 National Electrical Code

1.4 SUBMITTALS

A. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker and fusible switch arrangement and sizes.

B. Product Data: Submit catalog data showing specified features of standard products.

C. Test Report:

1. Factory Tests:

a. Certified factory test reports shall be submitted for manufacturer performed routine factory tests, including tests required by standards listed in paragraph "References". Results of factory tests performed shall be certified by the manufacturer, or an approved testing laboratory, and submitted within 7 days following successful completion of the tests. The manufacturer's pass-fail criteria for tests specified in paragraph "Field Testing" shall be included.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of panelboards and record actual circuiting arrangements.

B. Operation and Maintenance Data: Submit spare parts listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five (5) years' experience.

1.7 MAINTENANCE MATERIALS

A. Furnish two (2) of each panel board key. Panelboards keyed alike to Owner's current keying system.

PART 2 - PRODUCTS

2.1 DISTRIBUTION AND BRANCH CIRCUIT PANELBOARDS

A. Manufacturers:

1. Allen Bradley
2. Cutler Hammer
3. General Electric Co.
4. Siemens.
5. Square D Co.
6. Or Approved Equal.

B. Product Description

1. NEMA PB 1, circuit breaker type distribution, lighting and appliance branch circuit panelboard.

C. Service Conditions:

1. Temperature: 104 degrees F (40 degrees C) ambient
2. Altitude: 100 feet (35 m) above sea level.

D. Panelboard Bus

1. Silver plated copper current carrying components, ratings as indicated on drawings.
2. Main bus ampacity shall be equal to the main circuit breaker frame size rating.
3. Furnish copper ground bus in each panelboard.

E. Minimum integrated short circuit rating

1. Panelboards rated 240-Volts - 10,000 amperes RMS symmetrical
2. Panelboards rated 480-Volts - 42,000 amperes RMS symmetrical
3. Circuit Breaker rating shall match or exceed the panel interrupting rating
4. Series rated circuit breakers are not acceptable

F. Enclosure:

1. Indoor Installation:

a. NEMA PB 1, Type 1, gasketed, steel construction, minimum 6 inches (153 mm) deep, 20 (503 mm) inches wide suitable for flush or surface mounting as indicated on drawings.
b. Flush or surface cabinet front with concealed trim clamps, concealed hinge, metal directory frame, and flush lock keyed alike. Finish in manufacturer's standard gray enamel.
c. Fully hinged door with flush lock and metal directory frame.
d. Finished in manufacturer's standard gray enamel (ANSI 61).

2. Outdoor Installation:

a. Panel shall be housed inside an outer weatherproof, corrosion resistant, NEMA 4X, 316 stainless steel enclosure constructed as follows:
b. Steel support frame with body stiffeners for added strength and minimum 12 gauge 316 stainless steel panels all around.
c. Steel panels shall have seams that are continuously welded and ground smooth with no holes or knockouts.
d. The outer door shall provide two-door protection, isolation of electrical equipment and easy access to the interior section doors and devices.
e. Provide rolled lip around three sides of each outer door and along the top of enclosure opening to channel away liquids and contaminants.
f. Provide oil-resistant door gasket attached with oil resistant adhesive and held in place with steel retaining strips.
g. Provide heavy gauge steel continuous piano hinged, 3-point latch, hasp and staple for padlocking.
h. Provide continuous external support channels for floor mounting, leveling and anchoring the assembly.
i. Provide heavy duty removable lifting angles and/or lugs.

j. Provide suitable grounding stud on door and body.
k. Provide adequate cable entry space and conduit fittings approved for NEMA Type 4X enclosure for top or bottom conduit entry as indicated on the drawings.
l. Provide space heaters with thermostat control in each section to prevent condensation.

2.2 MOLDED CASE CIRCUIT BREAKERS

A. NEMA AB 1, bolt-on type thermal magnetic and instantaneous magnetic trip circuit breaker. Circuit breaker thermal elements shall be of the bimetallic type and shall be capable of withstanding sustained overload and short-circuit currents without injury and without affecting the calibration of the bimetallic element. The thermal element shall have inverse time characteristics. The instantaneous elements shall trip the circuit breaker at the minimum standard trip setting.

B. Provide common trip handle for multiple pole circuit breakers.

C. Provide type SWD for lighting circuits and type HACR circuit breakers for air conditioning equipment circuits.

D. Provide Class A ground fault interrupter circuit breakers as indicated on drawings.

E. Trip rating shall be as indicated on drawings.

F. Minimum integrated short circuit rating

1. Circuit Breakers rated 240-Volts - 10,000 amperes RMS symmetrical
2. Circuit Breakers rated 480-Volts - 42,000 amperes RMS symmetrical
3. Circuit Breaker rating shall match or exceed the panel interrupting rating
4. Series rated breakers are not acceptable

PART 3 - EXECUTION

3.1 EXISTING WORK

A. Disconnect and remove abandoned panelboards. Verify all branch circuits are no longer in use before disconnecting.

B. Maintain access to existing panelboard that remain active and require access. Modify installation or provide access panel.

C. Clean and repair existing panelboards to remain or to be reinstalled.

3.2 INSTALLATION

A. Install panelboards in accordance with NEMA PB 1.1 and NECA "Standard of Installation", NFPA 70 and IEEE C2.

B. Install panelboards plumb.

C. Install recessed panelboards flush with wall finishes.

D. Mounting height: 6 feet (1,800 mm) to top of panelboard. Install panelboards taller than 6 feet (1,800 mm) with bottom no more than 4 inches (100 mm) above floor.

E. Install filler plates for unused spaces in panelboards.

F. Provide typed circuit directory for each panelboard. Revise directory to reflect circuiting changes to balance phase loads.

G. Install engraved plastic nameplates in accordance with Section 260553.

H. Ground and bond panelboard enclosure according to Section 260526. Connect equipment ground bars of panels in accordance with NEC.

3.3 FIELD QUALITY CONTROL

A. Field Inspect and testing shall be in performer under the provisions of NETA ATS 7.6 (1) (1) – Circuit Breaker, Low Voltage, Insulated Case/Molded Case, as outlined below:

1. Visual and Mechanical Inspection:

a. Compare equipment nameplate data with drawings and specifications.
b. Inspect physical and mechanical condition.
c. Inspect circuit breaker for correct mounting.
d. Operate circuit breaker to ensure smooth operation.
e. Inspect case for cracks or other defects.
f. Verify appropriate anchorage, required area clearances, physical damage, and correct alignment.
g. Inspect all doors, panels, and sections for corrosion, dents, scratches, fit, and missing hardware.
h. Verify that fuse and/or circuit breaker sizes and types correspond to drawings.
i. Perform circuit breaker inspections and operation test.

3.4 ADJUSTING

A. Rearrange circuits in panelboard to balance phase loads to within 20 percent of each other.

B. Maintain proper phasing for multi-wire branch circuits.

END OF SECTION 262416

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Wiring devices are defined as single discrete units of electrical distribution systems that are intended to carry but not utilize electric energy. The types of general-purpose wiring devices required for the project include, but are not limited to the following line voltage devices:

1. Connectors
2. Plugs
3. Receptacles
4. Wall plates

1.2 RELATED SECTIONS

A. Section 260500: Common Work Results for Electrical

B. Section 260519: 600-Volt Power Conductors and Cables

C. Section 260526: Grounding and Bonding

D. Section 260553: Identification for Electrical Systems

1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. IEC 529 Degrees of Protection provided by Enclosures.

B. NEMA WD 1 General Purpose Wiring Devices

C. NEMA WD 6 Wiring Device Configurations.

1.4 CONTRACTOR SUBMITTALS

A. Product Information:

1. Catalog cut of each device showing Manufacturer name, catalog number, voltage and current rating and dimensions.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five (5) years' experience.

B. Installer: A firm with at least five (5) years of successful installation experience on projects with electrical installation work similar to that required for the project.

1.6 REGULATORY REQUIREMENTS

A. Furnish products listed and classified by Underwriters Laboratories, Inc. (UL), Electrical Testing Laboratories, Inc. (ETL), or other recognized, acceptable testing and listing agencies as suitable for the purpose specified and shown.

PART 2 - PRODUCTS

2.1 GENERAL

A. Provide factory fabricated wiring devices in the type, color, electrical rating for service indicated, and/or as shown on the drawings.

2.2 MANUFACTURERS

A. Provide products produced by one of the following, or acceptable alternate:

1. Appleton
2. Arrow-Hart, Inc.
3. Bryant Electric Co.
4. Crouse-Hinds Co.
5. General Electric Co.
6. Hubbell Wiring Device Division
7. Leviton
8. Pass & Seymour
9. Pyle National
10. Russell & Stoll
11. Slater
12. Wiremold (multi-outlet assemblies)

2.3 RECEPTACLES

A. Provide specification grade, grounding type, heavy-duty receptacles with ivory plastic body, green hexagonal equipment ground screw terminal and grounding poles internally connected to mounting yoke; metal plaster ears; side wiring NEMA WD-6 as follows:

1. Duplex Receptacle: Two pole, 3 wire, 20-ampere, 125-volt duplex receptacle, NEMA configuration 5-20R unless otherwise indicated.
2. GFCI Receptacle: Two pole, 3 wire, 20-ampere, 125-volt duplex receptacle with integral ground fault circuit interrupter to meet regulatory requirements.
3. Special Purpose: Two pole, 3 wire, 20-ampere, 125-volt single receptacle, twist-lock, NEMA configuration L5-20R as indicated.
4. Two pole, 3 wire, 20-ampere, 250-volt single receptacle, twist-lock, NEMA configuration L6-20R as indicated.

5. Two pole, 3 wire, 20-ampere, 277-volt single receptacle, twist-lock, NEMA configuration L7-20R as indicated.
6. Two pole, 3 wire, 30-ampere, 125-volt single receptacle, twist-lock, NEMA configuration L5-30R as indicated.
7. Two pole, 3 wire, 30-ampere, 250-volt single receptacle, twist-lock, NEMA configuration L6-30R as indicated.
8. Two pole, 3 wire, 30-ampere, 277-volt single receptacle, twist-lock, NEMA configuration L7-30R as indicated.
9. Three phase, 4 wire, 20-ampere, 125/250-volt single receptacle, twist-lock, NEMA configuration L14-20R as indicated.
10. Three phase, 4 wire, 20-ampere, 250-volt single receptacle, twist-lock, NEMA configuration L15-20R as indicated.
11. Three phase, 4 wire, 20-ampere, 480-volt single receptacle, twist-lock, NEMA configuration L16-20R as indicated.
12. Three pole, 4 wire, 30-ampere, 125/250-volt single receptacle, twist-lock, NEMA configuration L14-30R as indicated.
13. Three pole, 4 wire, 30-ampere, 250-volt single receptacle, twist-lock, NEMA configuration L15-30R as indicated.
14. Special Purpose Receptacle: Type as required meeting the requirements of this Section and the equipment shown on the drawings and elsewhere specified.

2.4 PLUGS AND CONNECTORS

A. Comply with NEMA Standards Publication No. WD-1. Provide 20 ampere, 125-volts, bakelite body connectors, 3-wire grounding, parallel blades, double wipe contact, with cord clamp.

B. Matching Insulgrip, corrosion resistant nylon plugs, IP20, shall be provided for each twist-lock type receptacles unless indicated otherwise.

2.5 WALL PLATES

A. Stainless steel cover plate.

B. For areas where two separate power sources are provided, each power source receptacle shall have a different color cover plate such as black, gray, or brown. Emergency power source receptacles shall have a red cover plate.

C. Weatherproof Cover Plate: Gasketed cast metal with hinged gasketed device cover. Cover for duplex devices shall be designed such that each device is independently covered.

2.6 MULTI-OUTLET ASSEMBLIES

A. Provide fixed multi-outlet assemblies consisting of #5362 grounding type, 20 ampere, 125-volt, two poles, three wire receptacles as an integral part, on 12-inch centers, unless otherwise noted.

B. Where more than one circuit is indicated, do not connect adjacent receptacles to the same circuit. Include raceway snap-on covers with punched holes to accurately align receptacles.

2.7 HAZARDOUS RATED AREAS

A. Switches, receptacles and other devices installed in hazardous areas shall be explosion-proof type in accordance with NFPA 70 and as shown on drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify outlet boxes are installed at proper height.

B. Verify wall openings are neatly cut and will be completely covered by wall plates.

C. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

D. Inspect each item of materials or equipment immediately prior to installation and reject damaged and defective items.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface, if necessary.

B. Clean debris from all boxes.

3.3 INSTALLATION

A. Install wiring devices where indicated, in accordance with the manufacturer's written instructions, the applicable requirements of the NEC and the NECA "Standard of Installation", and in accordance with recognized industry practices to ensure that products serve the intended function.

B. Comply with the manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the contract documents.

1. Install devices plumb and level. Install switches with OFF position down
2. Install vertically oriented grounded receptacles with grounding pole on top
3. Connect wiring device grounding terminal to equipment grounding conductor.
4. Connect isolated ground (IG) receptacle equipment (yoke) grounding terminal only at metallic box with bonding jumper
5. Install decorative plates on switch, receptacle, and blank outlets in finished areas
6. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets in utility areas. (Does not include multi-outlet assemblies, other similar locations.).
7. Identify wiring devices as specified in Section 260553 – Electric Equipment Identification.
8. If single outlet in a duplex assembly is switched, that outlet shall be upside down in order for owners to easily identify.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes to obtain mounting heights compliant with ADA.

B. Install wall switch at 42 inches to top of the maximum reach above finished floor for forward reach applications, 48 inches to top of reach for side reach applications. The lower reach shall be at or above 18 inches for forward reach and for side reach, unless otherwise noted.

C. Install convenience receptacle 18 inches to center above finished floor, unless otherwise noted.

D. Install convenience receptacle 6 inches to center above backsplash of counter, unless otherwise noted.

E. Install dimmer 42 inches to center above finished floor, unless otherwise noted.

F. Install telephone and/or data jacks 18 inches to center above finished floor, unless otherwise noted.

G. Install telephone jack for wall telephone 42 inches to top of reach above finished floor for forward reach applications, and 48 inches above finished floor to top of reach for side reach applications to comply with the ADA. Receiver hook shall not be above 54 inches to its highest point above finished floor.

H. Provide GFCI receptacles at all locations within 6 feet of a sink.

3.5 FIELD QUALITY CONTROL

A. Inspect each wiring device for defects.

B. Operate each wall switch with circuit energized and verify proper operation.

C. Verify that each receptacle device is energized.

D. Test each receptacle device for proper polarity.

E. Test each GFCI receptacle device for proper operation.

F. Verify that each telephone and data jack is properly connected and circuit is operational.

3.6 CLEANING

A. Clean all material per specification Section 260500 Common Work Results for Electrical and General Conditions requirements.

3.7 ADJUSTING

A. Adjust devices and wall plates to be flush, plumb and level.

END OF SECTION 262726

SECTION 265619 - LED EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Luminaire-mounted photoelectric relays.
2. Luminaire types.
3. Materials.
4. Finishes.
5. Luminaire support components.

B. Related Requirements:

1. Section 260923 "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.

1.2 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color rendering index.

C. Fixture: See "Luminaire."

D. Lumen: Measured output of lamp and luminaire, or both.

E. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of luminaire.

1. Arrange in order of luminaire designation.
2. Include data on features, accessories, and finishes.
3. Include physical description and dimensions of luminaire.
4. Lamps include life, output (lumens, CCT, and CRI), and energy-efficiency data.
5. Photometric data and adjustment factors based on laboratory tests, complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type. The adjustment factors shall be for lamps and accessories identical to those indicated for the luminaire as applied in this Project.

a. Manufacturer's Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the NVLAP for Energy Efficient Lighting Products.
b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.

6. Wiring diagrams for power, control, and signal wiring.
7. Photoelectric relays.
8. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.

B. Shop Drawings: For nonstandard or custom luminaires.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

C. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For luminaires to include in operation and maintenance manuals.

1. Provide a list of all lamp types used on Project. Use ANSI and manufacturers' codes.
2. Provide a list of all photoelectric relay types used on Project; use manufacturers' codes.

1.5 QUALITY ASSURANCE

A. Provide luminaires from a single manufacturer for each luminaire type.

B. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

C. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering prior to shipping.

1.7 FIELD CONDITIONS

A. Verify existing and proposed utility structures prior to the start of work associated with luminaire installation.

B. Mark locations of exterior luminaires for approval by Architect prior to the start of luminaire installation.

1.8 WARRANTY

A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures, including luminaire support components.
b. Faulty operation of luminaires and accessories.
c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: 1 year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic Performance:

1. Luminaires shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
2. Luminaires and lamps shall be labeled vibration and shock resistant.
3. The term "withstand" means "the luminaire will remain in place without separation of any parts when subjected to the seismic forces specified and the luminaire will be fully operational during and after the seismic event."

2.2 LUMINAIRE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. NRTL Compliance: Luminaires shall be listed and labeled for indicated class and division of hazard by an NRTL.

C. UL Compliance: Comply with UL 1598 and listed for wet location.

D. Lamp base complying with ANSI C81.61.

E. Bulb shape complying with ANSI C79.1.

F. CRI of 80 minimum. CCT of [2700 K] [3000 K] [4100 K].

G. L70 lamp life of 50,000 hours.

H. Lamps dimmable from 100 percent to 10 percent of maximum light output.

I. Internal driver.

J. Source Limitations:
1. For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

2.3 LUMINAIRE TYPES

A. Provide luminaires as scheduled on the Drawings in Lighting Fixture Schedule:

1. Area and Site.
2. Bollards
3. Canopy
4. Decorative Post Top
5. Roadway
6. Building mounted

2.4 MATERIALS

A. Metal Parts: Free of burrs and sharp corners and edges.

B. Sheet Metal Components: Form and support to prevent warping and sagging.

C. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.

D. Diffusers and Globes:

1. Acrylic Diffusers: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
2. Glass: Annealed crystal glass unless otherwise indicated.
3. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

E. Lens and Refractor Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

F. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.

G. Housings:

1. Rigidly formed, weather- and light-tight enclosure that will not warp, sag, or deform in use.
2. Provide filter/breather for enclosed luminaires.

H. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Labels shall be located where they will be readily visible to service personnel but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp characteristics:

a. "USE ONLY" and include specific lamp type.
b. Lamp diameter, shape, size, wattage and coating.
c. CCT and CRI for all luminaires.

2.5 FINISHES

A. Variations in Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

B. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.

C. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

D. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1 or SSPC-SP 8.

2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.

a. Color:

1) As selected from manufacturer's standard catalog of colors.

2.6 LUMINAIRE SUPPORT COMPONENTS

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.

C. Examine walls, roofs, canopy ceilings, and overhang ceilings for suitable conditions where luminaires will be installed.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Comply with NECA 1.

B. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.

C. Install lamps in each luminaire.

D. Fasten luminaire to structural support.

E. Supports:

1. Sized and rated for luminaire weight.
2. Able to maintain luminaire position after cleaning and relamping.
3. Support luminaires without causing deflection of finished surface.
4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.

F. Wall-Mounted Luminaire Support:

1. Attached to structural members in walls or Attached to a minimum 1/8-inch backing plate attached to wall structural members.

G. Wiring Method: Install cables in raceways. Conceal raceways and cables.

H. Install luminaires level, plumb, and square with finished grade unless otherwise indicated. Install luminaires at height and aiming angle as indicated on Drawings.

I. Coordinate layout and installation of luminaires with other construction.

J. Adjust luminaires that require field adjustment or aiming.

K. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" and Section 260533 "Raceways and Boxes" for wiring connections and wiring methods.

3.3 INSTALLATION OF BOLLARD LUMINAIRES

A. Align units for optimum directional alignment of light distribution.

1. Install on concrete base with top minimum 2 inches above finished grade or surface at luminaire location. Cast conduit into base, and shape base to match shape of bollard base. Finish by troweling and rubbing smooth.

3.4 INSTALLATION OF INDIVIDUAL GROUND-MOUNTED LUMINAIRES

A. Aim as indicated on Drawings.

B. Install on concrete base with top minimum 2 inches above finished grade or surface at luminaire location. Cast conduit into base, and finish by troweling and rubbing smooth.

3.5 CORROSION PREVENTION

A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

B. Steel Conduits: Comply with Section 260533 "Raceways and Boxes." In concrete foundations, wrap conduit with 0.010-inch-thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.6 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.7 FIELD QUALITY CONTROL

A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.

B. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
2. Photoelectric Control Operation: Verify operation of photoelectric controls.

C. Luminaire will be considered defective if it does not pass tests and inspections.

D. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.8 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain luminaires and photocell relays.

3.9 ADJUSTING

A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.

1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
2. Parts and supplies shall be manufacturers' authorized replacement parts and supplies.
3. Adjust the aim of luminaires in the presence of Architect.

END OF SECTION 265619

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Stripping and stockpiling rock.
6. Removing above- and below-grade site improvements.
7. Disconnecting, capping or sealing, and removing site utilities.
8. Temporary erosion and sedimentation control.

1.3 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.
E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and as indicated according to requirements in Section 015639 "Temporary Tree and Plant Protection.
G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.6 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or video recordings.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.

B. Topsoil stripping and stockpiling program.
C. Rock stockpiling program.
D. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.7 QUALITY ASSURANCE

A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.
B. Rock Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.

B. Utility Locator Service: Notify Call Before You Dig for area where Project is located before site clearing.
C. Do not commence site clearing operations until plant-protection measures are in place.
D. Tree and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."
E. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.
B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."
C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."
B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.

1. Arrange with utility companies to shut off indicated utilities.

B. Locate, identify, and disconnect utilities indicated to be abandoned in place.
C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify not less County than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

D. Excavate for and remove underground utilities indicated to be removed.
E. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024119 "Selective Demolition."

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods or air spade for grubbing within protection zones.
4. Chip removed tree branches and dispose of off-site

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.
B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.

    1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

    1. Limit height of topsoil stockpiles to 72 inches.
    2. Do not stockpile topsoil within protection zones.
    3. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

    1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
    2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Excavation and/or embankment from existing ground to subgrade, including soil sterilant, for roadways, driveways, parking areas, building pads, walks, paths, or trails and any other site improvements called for on the Plans.

1.2 SECTION EXCLUDES

A. Earthwork related to underground utility installation shall be performed in accordance with Sections 312100, Utility Trenching and Backfill.

1.3 RELATED SECTIONS

A. Section 011000, Supplemental General Requirements

B. Section 015050, Erosion Control

C. Section 311000, Site Clearing

D. Section 334600, Subdrainage

1.4 RELATED DOCUMENTS

A. Geotechnical Report: Geotechnical Study Report – Bower Park Restoration and Improvements, Project Number 4541.005.PW.1, prepared by RGH Consultants, dated November 12, 2024.

B. ASTM
1. D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort
2. D1586, Method for Penetration Tests and Split-Barrel Sampling of Soils
3. D2487, Classification of Soils for Engineering Purposes
4. D3740, Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
5. D4318. Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils
6. E329, Specification for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
7. E548, Guide for General Criteria Used for Evaluating Laboratory Competence

C. California Building Code, California Code of Regulations, Title 24, Part 2, Chapter 18, Soils and Foundations, and Chapter 33, Safeguards During Construction

D. Caltrans Standard Specifications, 2022
   1. Section 17, General
   2. Section 19, Earthwork

E. CAL/OSHA, Title 8.

1.5 DEFINITIONS

A. Borrow: Approved soil material imported from off-site for use as Structural Fill or Backfill.

B. Excavation: Removal of material encountered above subgrade elevations.
   1. Authorized Over-Excavation: Excavation below subgrade elevations or beyond indicated horizontal dimensions as shown on plans or authorized by the Geotechnical Engineer.
   2. Unauthorized Over-Excavation: Excavation below subgrade elevations or beyond indicated horizontal dimensions without authorization by the Geotechnical Engineer. Unauthorized excavation shall be without additional compensation.

C. Geotechnical Testing Agency: An independent testing agency qualified according to ASTM E329 to conduct soil materials and rock definition testing, as documented according to ASTM D3740 and ASTM E548.

D. Structural Backfill: Soil materials approved by the Geotechnical Engineer and used to fill excavations resulting from removal of existing below grade facilities, including trees.

E. Structural Fill: Soil materials approved by the Geotechnical Engineer and used to raise existing grades.

F. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material ¾ cubic yards or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D1586, exceeds a standard penetration resistance of 100 blows/2 inches.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below grade.

H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, base or topsoil materials.

I. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials.

J. Unsuitable Material: Any soil material that is not suitable for a specific use on the Project. The Geotechnical Engineer will determine if a soil material is unsuitable.

K. Relative Compaction: In-place dry density of soil expressed as percentage of maximum dry density of same materials, as determined by laboratory test procedure ASTM D1557.

L. Utilities: onsite underground pipes, conduits, ducts and cables.

1.6 SUBMITTALS

A. Follow submittal procedure outlined in Section 011000, Supplemental General Requirements.

B. Samples:
   1. If required by the Geotechnical Engineer, provide 20-pound samples, sealed in airtight containers, tagged with source locations and suppliers of each proposed soil material from on-site or borrow sources, 72 hours prior to use. Do not import materials to the Project without written approval of the Geotechnical Engineer.
   2. Provide materials from same source throughout work. Change of source requires approval of the Geotechnical Engineer.

C. Material Test Reports: Provide, from a qualified testing agency, the following test results showing compliance with the project requirements:

D. Classification according to ASTM D2487 of each onsite or borrow soil material proposed for fill and backfill.
   1. Laboratory compaction curve in conformance with ASTM D1557 for each onsite or borrow soil material proposed for fill and backfill.

1.7 QUALITY ASSURANCE

A. Provide an independent testing agency qualified according to ASTM E329 to conduct soil materials and rock definition testing, as documented according to ASTM D3740 and ASTM E548.

B. Conform all work and materials to the recommendations or requirements of the Geotechnical Report and meet the approval of the Geotechnical Engineer.

C. Conform all work in accordance with Caltrans Standard Specification Section 17, General and Section 19, Earthwork.

D. Percentage of compaction specified shall be the minimum acceptable. The percentage represents the ratio of the dry density of the compacted material to the maximum dry density of the material as determined by the procedure set forth in ASTM D1557.

E. Perform excavation, filling, compaction and related earthwork under the observation of the Geotechnical Engineer. Materials placed without approval of the Geotechnical Engineer will be presumed to be defective and, at the discretion of the Geotechnical Engineer, shall be removed and replaced at no cost to the Owner. Notify the Geotechnical Engineer at least 24 hours prior to commencement of earthwork and at least 48 hours prior to testing.

F. The Geotechnical Engineer will perform observations and tests required to enable him to form an opinion of the acceptability of the Project earthwork. Correct earthwork that, in the opinion of the Geotechnical Engineer, does not meet the requirements of these Technical Specifications and the Geotechnical Report.

G. Upon completion of the construction work, certify that all compacted fills and foundations are in place at the correct locations, and have been constructed in accordance with sound construction practice. In addition, certify that the materials used are of the types, quality and quantity required by these Technical Specifications and the Geotechnical Report. The Contractor shall be responsible for the stability of all fills and backfills constructed by his forces and shall replace portions that in the opinion of the Geotechnical Engineer have been displaced or are otherwise unsatisfactory due to the Contractor's operations.

H. Finish subgrade tolerance at completion of grading:
   1. Building and paved areas: ⊿0.05 feet
   2. Other areas: ⊿0.10 feet

1.8 PROJECT CONDITIONS

A. Promptly notify the Owner's Representative of surface or subsurface conditions differing from those disclosed in the Geotechnical Report. First notify the Owner's Representative verbally to permit verification and extent of condition and then in writing. No claim for conditions differing from those anticipated in the Contract Documents and disclosed in the Geotechnical Report will be allowed unless the Contractor has notified the Owner's Representative in writing of differing conditions prior to the Contractor starting work on affected items.

B. Protect open excavations, trenches, and the like with fences, covers and railings to maintain safe pedestrian and vehicular traffic passage.

C. Prevent erosion of freshly-graded areas during construction and until such time as permanent drainage and erosion control measures have been installed in accordance with Section 015050, Erosion Control.

D. Temporarily stock-pile fill material in an orderly and safe manner and in a location approved by the Owner's Representative.

E. Environmental Requirements: When unfavorable weather conditions necessitate interrupting earthwork operation, areas shall be prepared by compaction of surface and grading to avoid collection of water. Provide adequate temporary drainage to prevent erosion. After interruption, compaction specified in last layer shall be re-established before resuming work.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: On-site soils are considered suitable for use as fill provided the materials are placed in accordance with Geotechnical Recommendations. Highly expansive soils shall not be used as select structural fill, or used as backfill for trenches located within hardscape areas.

B. Imported fill soils, if required, should be predominantly granular in nature, and should be free of organics, debris, or rocks over 3 inches in size, and shall be approved by the Geotechnical Engineer before importing to the site. Imported non-expansive soils shall have a Plasticity Index less than 15 as determined by ASTM D4318, an R-value of at least 20, and fines content between 15 and 65 percent. Import fill shall be considered non-hazardous per Department of Toxic Substances Control guidelines (DTSC, 2017) and non-corrosive per Caltrans Corrosion Guidelines (Caltrans, 2015).

2.2 SOIL STERILANT

A. Commercial chemical for weed control, registered by EPA. Provide granular, liquid or wet-able powder form.

PART 3 - EXECUTION

3.1 GENERAL

A. Perform work in accordance with Caltrans Standard Specification Section 19, Earthwork, as modified by the Contract Documents.

B. Placement and compaction of material by flooding, ponding, or jetting will not be permitted.

C. The use of explosives will not be permitted.

D. Grading and earthwork operations shall be observed and tested by a representative of the Geotechnical Engineer for conformance with the project plans/specifications and the geotechnical recommendations. This work includes site preparation, selection of satisfactory materials, placement and compaction of the subgrades and fills. Sufficient notification prior to commencement of earthwork is essential to make certain that the work will be properly observed.

3.2 CONTROL OF WATER AND DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding the site and surrounding area. Provide dewatering equipment necessary to drain and keep excavations and site free from water.

B. Dewater during backfilling operation so that groundwater is maintained a least 1 foot below level of compaction effort.

C. Obtain the approval from the County and the Geotechnical Engineer for proposed control of water and dewatering methods.

D. Protect subgrades from softening, undermining, washout and damage by rain or water accumulation.

E. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations.

F. Maintain dewatering system in place until dewatering is no longer required.

3.3 WET WEATHER CONDITIONS

A. Do not prepare subgrade, place or compact soil materials if subgrade or materials are above optimum moisture content.

B. If the Geotechnical Engineer allows work to continue during wet weather conditions, conform to supplemental recommendations provided by the Geotechnical Engineer.

3.4 BRACING AND SHORING

A. Conform to California and Federal OSHA requirements.

B. Place and maintain such bracing and shoring as may be required to support the sides of the excavations for the proper protection of workmen; to facilitate the work; to prevent damage to the facility being constructed; and to prevent damage to adjacent structures or facilities. Remove all bracing and shoring upon completion of the work.

C. Be solely responsible for all bracing and shoring and, if requested by the Owner's Representative, submit details and calculations to the Owner's Representative. The Owner's Representative may forward the submittal to the Geotechnical Engineer, the Consulting Engineer and/or the California Division of Industrial Safety for their review. The Contractor's submittal shall include the basic design, assumed soils conditions and estimation of forces to be resisted, together with plans and specifications of the materials and methods to be used, and shall be prepared by a civil engineer or structural engineer registered in California. No excavations related to the proposed facility shall precede a response to the submittal by the Owner's Representative.

D. Be solely responsible for installing and extracting the sheathing in a manner which will not disturb the position or operation of the facility being constructed or adjacent utilities and facilities.

3.5 TOPSOIL STRIPPING

A. Remove topsoil in accordance with Section 311000, Site Clearing.

3.6 EXCAVATION

A. Excavate earth and rock to lines and grades shown on plans and to the neat dimensions indicated on the plans, required herein or as required to satisfactorily compact backfill.

B. Remove and dispose of large rocks, pieces of concrete and other obstructions encountered during excavation.

C. Excavation through buried concrete and other unknown obstructions will require specialized techniques for demolition and removal.

D. Where forming is required, excavate only as much material as necessary to permit placing and removing forms.

E. Provide supports, shoring and sheet piles required to support the sides of excavations or for protection of adjacent existing improvements.

3.7 GRADING

A. Uniformly grade the Project to the elevations shown on plans

B. Finish ditches, gutters and swales to the sections, lines and grades indicated and to permit proper surface drainage.

C. Round tops and bottoms of slopes as indicated or to blend with existing contours.

3.8 SUBGRADE PREPARATION

A. Subgrade Preparation: Prior to backfilling depressions created by the removal of old foundations and utility lines, scarify the bottom of the excavation to an approximate depth of 8 inches and uniformly moisture condition the scarified surfaces to a moisture content that is at least 2 percent over optimum. Compact the scarified surfaces to a minimum of 90 percent relative compaction at above optimum moisture content.

B. Over-excavate any remaining soft (pumping) areas down to firm soil and backfill the area.

C. Subgrade shall be maintained in a moist, but not wet, condition by periodically sprinkling water prior to the placement of additional fill or installation of roads. Subgrade that has been permitted to dry out and loosen or develop desiccation cracking should be scarified, moisture conditioned, and re-compacted as recommended above.

D. Install underground utilities and service connections prior to final preparation of subgrade and placement of base materials for final surface facilities. Extend services so that final surface facilities are not disturbed when service connections are made.

E. Prepare subgrades under the structural section of paved areas, curbs, gutters, walks, structures, other surface facilities and areas to receive structural fill.

F. Protect utilities from damage during compaction of subgrades and until placement of final pavements or other surface facilities.

G. Obtain the Geotechnical Engineer's approval of subgrades prior to placing pavement structural section.

3.9 KEYWAYS AND BENCHES

A. Provide keyways as indicated for fill slopes steeper than 6 horizontal to 1 vertical. Extend keyway 5 feet minimum into competent, undisturbed soil or 3 feet minimum into competent, undisturbed rock as directed by the Geotechnical Engineer.

B. Place subsurface drains in bottom of keyway in accordance with Section 334600, Subdrainage.

C. Bench subgrade as indicated above toe of fill.

D. Place subsurface drains at benches every 20 vertical feet or as directed by the Geotechnical Engineer.

3.10 LOT FINISH GRADING

A. Blade finish lots to lines and grades indicated.

3.11 FILL PLACEMENT AND COMPACTION

A. Place fill in uniformly moisture conditioned and compacted lifts not exceeding 8 inches in loose thickness. Each lift should be thoroughly moisture conditioned and compacted to 90 percent before successive fill layers are placed.

B. In order to achieve satisfactory compaction in the subgrade and fill soils, it may be necessary to adjust the soil moisture content at the time of soil compaction per geotechnical recommendations. This may require that water be added and thoroughly mixed into any soils which are too dry or that scarification and aeration be performed in any soils which are too wet.

C. Obtain the Geotechnical Engineer's approval of surface to receive structural fill prior to placement of structural fill material.

D. Place structural fill on prepared subgrade.

E. Do not drop fill on structures. Do not backfill around, against or upon concrete or masonry structures until structure has attained sufficient strength to withstand loads imposed and the horizontal structural system has been installed.

F. Do not compact by ponding, flooding or jetting.

G. Perform compaction using rollers, pneumatic or vibratory compactors or other equipment and mechanical methods approved by the Geotechnical Engineer.

H. Compaction requirements (unless specified otherwise by the Geotechnical Engineer):
1. Compact structural fills less than 5 feet thick to 90 percent compaction.
2. Compact structural fill 5 feet thick or greater to 95 percent compaction.
3. Compact the upper 6 inches of subgrade soils beneath pavements, curbs and gutters to 95 percent compaction. Extend compaction 5 feet beyond pavement edges unless specified otherwise by the Geotechnical Engineer.
4. Compact the upper 6 inches of subgrade soils under walks, structures and areas to receive structural fill to 90 percent compaction.

3.12 SOIL STERILIZATION

A. Apply soil sterilant to areas indicated, such as beneath asphalt concrete pavement, brick pavement, concrete pavement and at grade concrete slabs, including sidewalks, curbs and gutters. Also, where indicated apply soil sterilant below expansion and control joints and at areas where pipes, ducts or other features penetrate slabs.

B. Apply soil sterilant uniformly and at the rates recommended by the manufacturer.

C. Apply soil sterilant to prepared subgrade, or after installation of aggregate base as recommended by the manufacturer.

3.13 DISPOSAL

A. Lawfully dispose of all unsuitable and excess or surplus material off-site at no cost to the Owner.

END OF SECTION 3212000

SECTION 312100 - UTILITY TRENCHING AND BACKFILL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Excavation, bedding, and backfill for underground storm drain, sanitary sewer, and water piping, underground HVAC piping, electrical conduit, telephone conduit, gas piping, cable TV conduit, etc., and associated structures.

B. Provide labor, material, equipment, and services necessary to complete the backfilling and compacting as necessary for this project. Section includes, but is not limited to:

1. Select Backfill Material
2. Aggregate Base
3. Detectable Tape
4. Trench Excavation
5. Pipe Bedding
6. Trench Backfill
7. Trench Surfacing

C. This section excludes drainage fill material and placement around subdrains. See Section 334600 – Subdrainage.

1.02 RELATED SECTIONS

A. Section 311000 – Site Clearing

B. Section 312000 – Earthwork Moving

C. Section 331000 – Water System

D. Section 333000 – Sanitary Sewer System

E. Section 334100 – Storm Utility Drainage Piping

F. Section 334600 – Subdrainage

1.03 RELATED DOCUMENTS

A. Geotechnical Report: Geotechnical Study Report, Project Number: 4541.005.PW.1, prepared by RGH Consultants and dated November 12, 2024

B. ASTM

1. D1557, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
2. D2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewer and Other Gravity-Flow Applications.

C. California Administrative Code, Title 24, Part 2 - Basic Building Regulations, Chapter 24, Excavations, Foundations, and Retaining Walls.

D. Caltrans Standard Specifications, 2015

1. Section 19, Earthwork

2. Section 26, Aggregate Bases

3. Section 68, Subsurface Drains

4. Section 96, Geosynthetics

E. CAL/OSHA, Title 8

1.04 DEFINITIONS

A. AC: Asphalt Concrete

B. ASTM: American Society for Testing and Materials

C. Base: The layer placed between the subgrade and surface pavement in a paving system.

D. Bedding: Material from bottom of trench to bottom of pipe

E. CDF: Controlled Density Fill

F. DIP: Ductile Iron Pipe

G. Engineered Fill:

1. Soil or soil-rock material approved by the Owner and transported to the site by the Contractor in order to raise grades or to backfill excavations.

2. Contractor shall provide sufficient tests, and a written statement that all materials brought onto the project site comply with specification requirements.

H. Excavation: Consists of the removal of material encountered to subgrade elevations

I. Initial Backfill: Material from bottom of pipe to 12 inches above top of pipe

J. PCC: Portland Cement Concrete

K. RCP: Reinforced Concrete Pipe

L. Relative Compaction: In-place dry density of soil expressed as percentage of maximum dry density of same materials, as determined by laboratory test procedure ASTM D1557.

M. Springline of Pipe: Imaginary line on surface of pipe at a vertical distance of ½ the outside diameter measured from the top or bottom of the pipe.

N. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below base.

O. Subsequent Backfill: Material from 12 inches above top of pipe to subgrade of surface material or subgrade of surface facility or to finish grade.

P. Trench Excavation: Removal of material encountered above subgrade elevations and within horizontal trench dimensions.

1. Authorized Trench Over-Excavation: Excavation below trench subgrade elevations or beyond indicated horizontal trench dimensions as shown on plans or authorized by the Geotechnical Engineer.

2. Unauthorized Trench Over-Excavation: Excavation below trench subgrade elevations or beyond indicated horizontal trench dimensions without authorization by the Geotechnical Engineer. Unauthorized excavation shall be without additional compensation.

Q. Utility Structures:

1. Storm drainage manholes, catch basins, drop inlets, curb inlets, vaults, etc.

2. Sanitary sewer manholes, vaults, etc.

3. Water vaults, etc.

1.05 SUBMITTALS

A. Follow submittal procedures outlined in Section 011000 – Supplemental General Requirements.

B. Test Reports: Submit the following report for import material directly to the Owner from the Contractor's testing services:

1. Compaction test reports for aggregate base.

C. Samples:

1. If required by the Geotechnical Engineer, provide 20-pound samples of all imported trench bedding and backfill material sealed in airtight containers, tagged with source locations and suppliers of each proposed material. Do not import materials to Project without written approval of the Geotechnical Engineer and the Owner.

2. Provide materials from same source throughout work. Change of source requires approval of the Geotechnical Engineer and the Owner.

1.06 QUALITY ASSURANCE

A. Conform all work and materials to the recommendations or requirements of the Geotechnical Report and meet the approval of the Geotechnical Engineer.

B. Conform all work to the appropriate portion(s) of the Caltrans Standard Specifications, Section 19, Earthwork.

C. Percentage of compaction specified shall be the minimum acceptable. The percentage represents the ratio of the dry density of the compacted material to the maximum dry density of the material as determined by the procedure set forth in ASTM D 1557.

D. The Geotechnical Engineer will perform observations and tests required to enable him to form an opinion of the acceptability of the trench backfill. Correct the trench backfill that, in the opinion of the Geotechnical Engineer, does not meet the requirements of these Technical Specifications and the Geotechnical Report.

E. Soil Testing:

1. Contractor to engage a geotechnical testing agency, to include compaction testing and for quality control testing during fill operations.

2. Test results will be submitted to the Owner.

1.07 PROJECT CONDITIONS

A. Promptly notify the Owner of surface or subsurface conditions differing from those disclosed in the Geotechnical Report. First notify the Owner verbally to permit verification and extent of condition and then in writing. No claim for conditions differing from those anticipated in the Contract Documents and disclosed in the Geotechnical Report will be allowed unless Contractor has notified the Owner in writing of differing conditions prior to contractor starting work on affected items.

B. Barricade open excavations and post with warning lights.

1. Operate warning lights and barricades as required.

2. Protect structures, utilities, sidewalks, pavements, and other facilities immediately adjacent to excavations, from damages caused by settlement, lateral movement, undermining, washout, and other hazards.

3. Protect open, trenches, and utility structure excavations with fences, covers and railings to maintain safe pedestrian and vehicular traffic passage.

C. Stockpile on-site and imported backfill material temporarily in an orderly and safe manner.

D. Provide dust and noise control in conformance with Section 011000 Supplemental General Requirements.

E. Environmental Requirements:

1. Protect existing storm drainage system from silt and debris resulting from construction activities. If contamination occurs, remove contamination at no cost to the District.

2. Protect existing streams, ditches and storm drain inlets during work on this project.

F. Protection of Subgrade: Do not allow equipment to pump or rut subgrade, stripped areas, footing excavations, or other areas prepared for project.

G. Transport all excess soils materials by legally approved methods to disposal areas.

1. Coordinate with the Engineer.

2. Any additional fill requirements shall be the responsibility of the Contractor.

1.08 EXISTING UTILITIES

A. Locate existing underground utilities in the areas of work. For utilities that are to remain in place, provide adequate means of protection during excavation operations.

1. Locating of existing underground utilities shall include but not be limited to potholing prior to the start of construction.

B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Owner and/or utility agency immediately for directions.

1. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation.

2. Repair damaged utilities to the satisfaction of the agency with jurisdiction.

C. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Owner and then only after acceptable temporary utility services have been provided.

PART 2 - PRODUCTS

2.01 GENERAL

A. Import materials will be subject to approval of the Geotechnical Engineer.

B. For approval of imported fill material, notify the Owner at least 7 days in advance of intention to import material.

2.02 PIPE BEDDING AND INITIAL BACKFILL

A. ASTM D2321, Class IA, IB or II.

1. Clean and free of clay, silt or organic matter.

B. Permeable Material: In accordance with Section 68-2.02F of Caltrans Standard Specifications, Class 1, Type A or Class 2.

C. Class 2 Aggregate Base: In accordance with Section 26 of Caltrans Standard Specifications, ¾-inch maximum.

D. Sand: In accordance with Section 19-3.02F of Caltrans Standard Specifications.

2.03 SELECT BACKFILL

A. Select backfill material shall be gravel, free of clay or organic matter and shall conform to the following gradation:

Sieve Size	Percentage Passing
1 inch	100
¾ inch	90 – 100
No. 4	35 – 60
No. 200	2 - 9

B. For gas pipe and fuel piping select backfill shall be clean, graded building sand conforming to the following gradation:

Sieve Size	Percentage Passing
No. 4	100
No. 200	0 -5

2.04 WARNING TAPE

A. Polyethylene plastic and metallic core or metallic-faced, acid- and alkali-resistant, polyethylene plastic warning tape manufactured specifically for warning and identification of buried utility lines. Provide tape on rolls, 3-inch minimum width, color coded as specified below for the intended utility with warning and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read, "CAUTION, BURIED (intended service) LINE BELOW" or similar wording. Color and printing shall be permanent, unaffected by moisture or soil.

1. Warning Tape Color Codes

   a. Red: Electric

   b. Yellow: Gas, Oil; Dangerous Materials

   c. Orange: Telephone and Other Communications

   d. Blue: Water Systems

   e. Green: Sewer Systems

   f. White: Steam Systems

   g. Gray: Compressed Air

2. Warning Tape for Metallic Piping: Acid and alkali-resistant polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of tape shall be 0.003 inch. Tape shall have a minimum strength of 1500 psi lengthwise, and 1250 psi crosswise, with a maximum 350 percent elongation.

3. Detectable Warning Tape for Non-Metallic Piping: Polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of the tape shall be 0.004-inch. Tape shall have a minimum strength of 1500 psi lengthwise and 1250 psi crosswise. Tape shall be manufactured with integral wires, foil backing, or other means of enabling detection by a metal detector when tape is buried up to 3 feet deep. Encase metallic element of the tape in a protective jacket or provide with other means of corrosion protection.

2.05 DETECTION WIRE FOR NON-METALLIC PIPING

A. Detection wire shall be insulated single strand, solid copper with a minimum of 12 AWG.

2.06 SUBSEQUENT BACKFILL

A. Conform to on-site or imported structural backfill in Section 312000, Earth Moving.

2.07 CONTROLLED DENSITY FILL (CDF) (IN TRENCHES)

A. Provide non-structural CDF, from bottom of trench to finish subgrade of subbase or base material, that can be excavated by hand and produce unconfined compressive 28-day strengths from 50-psi to a maximum of 150-psi. Provide aggregate no larger than 3/8-inch top size. The 3/8-inch aggregate shall not comprise more than 30% of the total aggregate content.

B. Cement: Conform to the standards as set forth in ASTM C150, Type II Cement.

C. Fly Ash: Conform to the standards as set forth in ASTM C618, for Class F pozzolan. Do not inhibit the entrainment of air with the fly ash.

D. Air Entraining Agent: Conform to the standards as set forth in ASTM C260.

E. Aggregates need not meet the standards as set forth in ASTM C33. Any aggregate, producing performances characteristics described herein will be accepted for consideration. The amount of material passing a #200 sieve shall not exceed 12% and no plastic fines shall be present.

F. Provide CDF that is a mixture of cement, Class F pozzolan, aggregate, air entraining agent and water. CDF shall be batched by a ready mixed concrete plant and delivered to the job site by means of transit mixing trucks.

G. The Contractor shall determine the actual mix proportions of the controlled density fill to meet job site conditions, minimum and maximum strengths, and unit weight. Entrained air content shall be a minimum of 4.0%. The actual entrained air content shall be established for each job with the materials and aggregates to be used to meet the placing and unit weight requirements. Entrained air content may be as high as 20% for fluidity requirements.

H. Mix design shall meet the Geotechnical Engineer's approval.

2.08 CONCRETE STRUCTURE BEDDING AND BACKFILL

A. Precast Structures: Same materials to the same heights as specified for pipe bedding and backfill, or other material approved by the Geotechnical Engineer.

B. Poured-in-Place Structures:

1. Bedding: Bedding shall meet with the approval of the Geotechnical Engineer. In general, bedding is not required, pour bases against undisturbed native earth in cut areas and against engineered fill compacted to 90% relative compaction in embankment areas.

2. Side Backfill: On-site or imported structural fill meeting the requirements given in Section 312000, Earth Moving.

2.09 GEOSYNTHETICS

A. Filter Fabric:

1. Filter Fabric: Section 96-1.02 of Caltrans Standard Specifications.

2. Mirafi 140N, Mirafi Inc., or approved equal.

PART 3 - EXECUTION

3.01 GENERAL

A. Comply with the recommendations of the Geotechnical Engineer.

B. Protect existing trees to remain. No grading is permitted under the drip line of protected trees.

C. Excavations for appurtenant structures, such as, but not limited to, manholes, transition structures, junction structure, vaults, valve boxes, catch basins, thrust blocks, and boring pits, shall be deemed to be in the category of trench excavation.

D. Unless otherwise indicated in the Plans, all excavation for pipelines shall be open cut.

E. Prior to commencement of work, become thoroughly familiar with site conditions.

F. In the event discrepancies are found, immediately notify the Owner in writing, indicating the nature and extent of differing conditions.

G. Backfill excavations as promptly as work permits.

H. Do not place engineered fill or backfill until rubbish and deleterious materials have been removed and areas have been approved by the Owner.

I. Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.

J. In excavations, use satisfactory excavated or borrow material.

K. Under grassed areas, use satisfactory excavated or borrow material.

3.02 SITE PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, which are to remain, from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect existing storm drainage system from silt and debris resulting from construction activities. If contamination occurs, remove contamination at no cost to the Owner.

3.03 EXISTING UTILITIES

A. Identity the location of existing utilities.

1. Prior to trenching, the Contractor shall excavate at locations specifically indicated on the Plans, if any, and where new lines cross other utilities of uncertain depth and determine the elevation of the utility in question to ensure that the new line will clear the potential obstruction.

2. The Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600 for assistance in locating existing utilities.

3. If, after the excavation, a crossing utility does present an obstruction, then the line and grade of the new line will be adjusted as directed by the Owner to clear the utility.

B. Protect all existing utilities to remain in operation.

C. Movement of construction machinery and equipment over existing pipes and utilities during construction shall be at Contractor's risk.

D. Excavation made with power-driven equipment is not permitted within 2 feet of any known utility or subsurface structure.

1. Use hand or light equipment for excavating immediately adjacent to known utilities or for excavations exposing a utility or buried structure.

2. Start hand or light equipment excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured.

3. Support uncovered lines or other existing work affected by excavation until approval for backfill is obtained.

4. Report damage of utility line or subsurface structures immediately to the Owner.

E. Backfill trenches resulting from utility removal in lifts of 8 inches maximum.

3.04 TRENCH EXCAVATION

A. General

1. Excavation shall include removal of all water and materials that interfere with construction. The Contractor shall remove any water which may be encountered in the trench by pumping or other methods during the pipe laying, bedding and backfill operations. Material shall be sufficiently dry to permit approved jointing.

2. Excavation shall include the construction and maintenance of bridges required for vehicular and pedestrian traffic, support for adjoining utilities.

3. The Contractor shall be responsible to safely direct vehicular and pedestrian traffic through or around his/her work area at all times.

4. The Contractor shall relocate, reconstruct, replace or repair, at his/her own expense, all improvements which are in the line of construction or which may be damaged, removed, disrupted or otherwise disturbed by the Contractor.

B. Existing Paving and Concrete:

1. Existing pavement over trench shall be sawcut, removed, and hauled away from the job. Existing pavement shall be neatly sawcut along the limits of excavations.

2. Existing concrete over the trench shall be sawcut to a full depth in straight lines, at a minimum distance of 12 inches beyond the edge of the trench, either parallel to the curb or a right angles to the alignment of the sidewalk.

3. Boards or other suitable material shall be placed under equipment outrigging to prevent damage to paved surfaces.

C. Trench Width:

1. The maximum allowable trench widths at the top of the all pipe materials outside diameter of barrel pipe plus 18 inches. shall be as follows:

   a. The maximum trench width shall be inclusive of all shoring.

   b. If the maximum trench width is exceeded, the State's representative may direct the Contractor to encase or cradle the pipe in concrete at no additional charge.

2. For pipes 3-inch diameter and larger, the free working space on each side of the pipe barrel shall not be less than 6 inches.

D. Excavation Width at Springline of Pipe:

1. Up to a nominal pipe diameter of 24 inches: Minimum of twice the outside pipe diameter, or as otherwise allowed or required by the Geotechnical Engineer.

2. Nominal pipe diameter of 30 inches through 36 inches: Minimum of the outside pipe diameter plus 2 feet, or as otherwise allowed or required by the Geotechnical Engineer.

3. Nominal pipe diameter of 42 inches through 60 inches: Minimum of the outside pipe diameter plus 3 feet, or as otherwise allowed or required by the Geotechnical Engineer.

E. Open Trench:

1. The maximum length of open trench shall be 300 feet or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is greater. No trench shall be left open at the end of the day.

2. Provisions for trench crossings and free access shall be made at all street crossings, driveways, water gate valves, and fire hydrants.

3. Excavate by hand or machine. For gravity systems begin excavation at the outlet end and proceed upstream. Excavate sides of the trench parallel and equal distant from the centerline of the pipe. Hand trim excavation. Remove loose matter.

4. Excavation Depth for Bedding: Minimum of 6 inches below bottom of pipe or as otherwise allowed or required by the Geotechnical Engineer, except that bedding is not required for nominal pipe diameters of 2 inches or less.

5. Over-Excavations: Backfill trenches that have been excavated below bedding design subgrade, with approved bedding material.

6. Where forming is required, excavate only as much material as necessary to permit placing and removal of forms.

7. Grade bottom of trench to provide uniform thickness of bedding material and to provide uniform bearing and support for pipe along entire length. Remove stones to avoid point bearing.

F. Excavated Material:

1. All excavated material not required for backfill shall be immediately removed and properly disposed of in a legal manner by the Contractor.

2. Material excavated in streets and roadways shall be laid alongside the trench no closer than 2 feet from the trench edge and kept trimmed to minimize inconvenience to public traffic.

3. Provisions shall be made whereby all storm and wastewater can flow uninterrupted in gutters or drainage channels.

3.05 CONTROL OF WATER AND DEWATERING

A. Contractor's attention is directed to Section 312319, Dewatering.

B. Be solely responsible for dewatering trenches and excavations and subsequent control of ground and surface water. Provide and maintain such pumps or other equipment as may be necessary to control ground water and seepage to the satisfaction of the Geotechnical Engineer and the Owner until backfilling is completed.

C. Dewater during backfilling operation so that groundwater is maintained a least one foot below level of compaction effort.

D. Obtain the Geotechnical Engineer's approval for proposed control of water and dewatering methods.

E. Reroute surface water runoff away from open trenches and excavations. Do not allow water to accumulate in trenches and excavations.

F. Maintain dewatering system in place until dewatering is no longer required.

3.06 BRACING AND SHORING

A. Conform to California and Federal OSHA requirements.

B. Place and maintain such bracing and shoring as may be required to support the sides of the excavations for the proper protection of workmen; to facilitate the work; to prevent damage to the pipes and appurtenances being constructed; and to prevent damage to adjacent structures or facilities. Remove all bracing and shoring upon completion of the work.

C. Be solely responsible for all bracing and shoring and, if requested by the Owner, submit details and calculations to the Owner. The Owner may forward the submittal to the Geotechnical Engineer, the Consulting Engineer and/or the California Division of Industrial Safety for their review. The Contractor's submittal shall include the basic design, assumed soils conditions and estimation of forces to be resisted, together with plans and specifications of the materials and methods to be used, and shall be prepared by a civil engineer or structural engineer registered in California. No excavations in trench section or around structures shall precede a response to the submittal by the Owner.

D. Be solely responsible for installing and extracting the sheathing in a manner which will not disturb the line, grade, or backfill compaction or operation of the utility being installed or adjacent utilities and facilities.

3.07 PIPE BEDDING

A. Obtain approval of bedding material from the Geotechnical Engineer.

B. Accurately shape bedding material to the line and grade called for on the Plans. Carefully place and compact bedding material to the elevation of the bottom of the pipe in layers not exceeding 8 inches in loose thickness. Compact bedding material at optimum water content to 90% relative compaction unless specified otherwise on the Plans or by the Geotechnical Engineer. Compact by pneumatic tampers or other mechanical means approved by the Geotechnical Engineer. Jetting or ponding of bedding material will not be permitted.

C. Stabilization of Trench Bottom: When the trench bottom is unstable due to wet or spongy foundation, trench bottom shall be stabilized with gravel or crushed rock. The State's inspector will determine the suitability of the trench bottom and the amount of gravel or crushed rock needed to stabilize a soft foundation. Soft material shall be removed and replaced with gravel or crushed rock as necessary.

D. Placement of Bedding Material: The trench bottom shall be cleaned to remove all loose native material prior to placing select backfill material. Sufficient select backfill material shall be placed in trench and tamped to bring trench bottom up to grade of the bottom of pipe. The relative compaction of tamped material shall be not less than 90 percent. It is the intention of these requirements to provide uniform bearing under the full length of pipe to a minimum width of 60 percent of the external diameter.

3.08 BACKFILLING

A. Initial Backfill:

1. Obtain approval of backfill material from Geotechnical Engineer.

2. Bring initial backfill up simultaneously on both sides of the pipe, so as to prevent any displacement of the pipe from its true alignment. Carefully place and compact initial backfill material to an elevation of 12 inches above the top of the pipe in layers not exceeding 8 inches in loose thickness. Compact bedding material at optimum water content to 90% relative compaction unless specified otherwise on the Plans or by the Geotechnical Engineer. Compact by pneumatic tampers or other mechanical means approved by the Geotechnical Engineer. Jetting or ponding of initial backfill material will not be permitted.

B. Pipe Detection: In trenches containing pressurized plastic pipes, tracer wire shall be placed directly above the pipe and shall be connected to all valves, existing exposed tracer wires, and other appurtenances as appropriate.

C. Installation of Tracer Wire:

1. Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe.

2. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.

3. Form a mechanically and electrically continuous line throughout the pipeline, extending to the nearest valve or other pipeline appurtenance. Extend the wire up the outside of the valve box/riser and cut a hole that is 8 inches from the top, extend a 12-inch wire lead to the inside of the box. At other pipeline appurtenances, terminate the 12-inch wire lead inside the enclosure.

4. Splice wire with a splicing device consisting of and electro-tin plated seamless copper sleeve conductor. Install as recommended by the manufacturer. Wrap splices and damaged insulation with electrician's tape.

D. Installation of Warning Tape

1. Install tape approximately 1 foot above and along the centerline of the pipe.

2. Where tape is not continuous lap tape ends a minimum of 2 feet.

E. Subsequent Backfill:

1. Above the level of initial backfill, the trench shall be backfilled with non-expansive native material from trench excavation or with imported select backfill material (Contractor's option). Subsequent backfill shall be free of vegetable matter, stones or lumps exceeding 3 inches in greatest dimension, and other unsatisfactory material.

2. Bring subsequent backfill to subgrade or finish grade as indicated. Carefully place and compact subsequent backfill material to the proper elevation in layers not exceeding 8 inches in loose thickness. Compact bedding material at optimum water content to 90% relative compaction, except that the upper 36 inches in areas subject to vehicular traffic shall be compacted to at least 95% relative compaction, unless specified otherwise on the Plans or by the Geotechnical Engineer. Compact by pneumatic tampers or other mechanical means approved by the Geotechnical Engineer. Jetting or ponding of subsequent backfill material will not be permitted.

F. Do not use compaction equipment or methods that produce horizontal or vertical earth pressures that may cause excessive pipe displacement or damage the pipe. Jetting of trench backfill is not permitted.

G. Utility backfill shall be inspected and tested by the Geotechnical Engineer during placement. Cooperate with the Geotechnical Engineer and provide working space for such tests in operations. Backfill not compacted in accordance with these specifications shall be re-compacted or removed as necessary and replaced to meet the specified requirements, to the satisfaction of the Geotechnical Engineer and the Owner prior to proceeding with the Project.

H. Compaction testing shall be in accordance with California Test Method ASTM D1556 or D1557.

3.09 CLEANUP

A. Upon completion of utility earthwork all lines, manholes catch basins, inlets, water meter boxes and other structures shall be thoroughly cleaned of dirt, rubbish, debris and obstructions of any kind to the satisfaction of the Owner.

END OF SECTION 312100

SECTION 321100 - PAVEMENT BASE COURSE

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Aggregate subbase

B. Aggregate base

C. Cement treated base

D. Lime stabilization

1.2 RELATED SECTIONS

A. Section 011000, Supplemental General Requirements

B. Section 015050, Erosion Control

C. Section 312000, Earth Moving

1.3 RELATED DOCUMENTS

A. Geotechnical Report: Geotechnical Study Report, Project Number: 4541.005.PW.1, prepared by RGH Consultants and dated November 12, 2024

B. ASTM:
1. D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort
2. D3740, Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
3. E329, Specification for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
4. E548, Guide for General Criteria Used for Evaluating Laboratory Competence

C. Caltrans Standard Specifications, 2022
1. Section 24, Stabilized Soils
2. Section 25, Aggregate Subbases
3. Section 26, Aggregate Bases
4. Section 27, Cement Treated Bases

1.4 DEFINITIONS

A. Geotechnical Testing Agency: An independent testing agency qualified according to ASTM E329 to conduct soil materials and rock definition testing, as documented according to ASTM D3740 and ASTM E548.

B. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material ¾ cubic yards or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D1586, exceeds a standard penetration resistance of 100 blows/2 inches.

C. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below grade.

D. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, base or topsoil materials. Perform work in accordance with Section 312000, Earth Moving.

1.5 SUBMITTALS

A. Follow submittal procedure outlined in Section 011000, Supplemental General Requirements.

B. Submit material certificates signed by the material producer and the Contractor, certifying that that each material item complies with, or exceeds the specified requirements.

1.6 QUALITY ASSURANCE

A. Conform all work and materials to the recommendations or requirements of the Geotechnical Report and meet the approval of the Geotechnical Engineer.

B. Percentage of compaction specified shall be the minimum acceptable. The percentage represents the ratio of the dry density of the compacted material to the maximum dry density of the material as determined by the procedure set forth in ASTM D1557.

C. Perform installation of base materials under the observation of the Geotechnical Engineer. Materials placed without approval of the Geotechnical Engineer will be presumed to be defective and, at the discretion of the Geotechnical Engineer, shall be removed and replaced at no cost to the Owner. Notify the Geotechnical Engineer at least 24 hours prior to commencement of base material installation and at least 48 hours prior to testing.

D. Do not mix or place cement treated base when the temperature is below is below 36 degrees F or when the ground is frozen.

E. Finish surface of material to be stabilized prior to lime treatment shall be in accordance with Caltrans Standard Specification Section 24, Stabilized Soils.

F. Finish surface of the stabilized material after lime treatment shall be in accordance with Caltrans Standard Specifications Section 24, Stabilized Soils.

G. Finish surface of cement treated base shall be in accordance with Caltrans Standard Specification Section 27, Cement Treated Bases.

H. Do not project the finish surface of aggregate subbase above the design subgrade.

I. Finish grade tolerance at completion of base installation: +0.05 feet

1.7 PROJECT CONDITIONS

A. Protect open excavations, trenches, and the like with fences, covers and railings to maintain safe pedestrian and vehicular traffic passage.

B. Temporarily stockpile material in an orderly and safe manner and in a location approved by the Owner.

C. Provide dust and noise control in accordance with Section 011000, Supplemental General Requirements.

PART 2 - PRODUCTS

2.1 AGGREGATE SUBBASE

A. Material: Refer to the Geotechnical Report.

B. Class, 2 in accordance with Caltrans Standard Specification Section 25, Aggregate Subbases.

2.2 AGGREGATE BASE

A. Material: Class 2, 1-½-inch maximum or ¾-inch maximum in accordance with Caltrans Standard Specification Section 26, Aggregate Bases.

2.3 CEMENT TREATED BASE

A. Material: Class A or B maximum in accordance with Caltrans Standard Specification Section 27, Cement Treated Bases.

2.4 LIME STABILIZED SOILS

A. Material: In accordance with Caltrans Standard Specification Section 24-2, Lime Stabilized Soil.

PART 3 - EXECUTION

3.1 GENERAL

A. Placement and compaction of material by flooding, ponding, or jetting will not be permitted.

3.2 WET WEATHER CONDITIONS

A. Do not place or compact subgrade if above optimum moisture content.

B. If the Geotechnical Engineer allows work to continue during wet weather conditions, conform to supplemental recommendations provided by the Geotechnical Engineer.

3.3 AGGREGATE SUBBASE

A. Spreading and Compacting: In accordance with Caltrans Standard Specification Section 25-1.03D, Spreading and 25-1.03E, Compacting.

3.4 AGGREGATE BASE

A. Watering, Spreading and Compacting: In accordance with Caltrans Standard Specification Section 26-1.03D, Spreading and 26-1.03E, Compacting.

3.5 CEMENT TREATED BASE

A. Proportioning and Mixing Plant-Mixed: In accordance with Caltrans Standard Specification Section 27-1.03D.

3.6 LIME STABILIZATION

A. Lime stabilization shall conform to Caltrans Standard Specification Section 24, Stabilized Soils, and the following:
   1. Add lime in the amount specified by the Geotechnical Engineer.
   2. Lime treat subgrade soils from back of curb to back of curb to a depth specified by the Geotechnical Engineer.
   3. Mix in two mixing periods, both with the tines lowered to the same depth. Both mixing periods shall be monitored and verified by the Geotechnical Engineer. The second mixing shall occur at about 24 hours after the initial mixing.
   4. Compact and grade the lime mixed subgrade immediately after the second mixing.
   5. Compact the lime treated subgrade to 93 percent as determined by ASTM D1557.
   6. After application of the curing seal, do not allow traffic on the lime treated material for a period of 7 days in lieu of the 3 days specified in Caltrans Standard Specifications, Section 24.
   7. Proof-roll the stabilized subgrade after compacting to confirm that a non-yielding surface has been achieved. Yielding areas, if any, shall be mitigated. Mitigation could consist of over-excavation, utilization of stabilization fabric, or chemical treatment. Each case shall be addressed individually in the field by the Geotechnical Engineer.

3.7 DISPOSAL

A. Lawfully dispose of all unsuitable and excess or surplus material off-site at no cost to the Owner.

END OF SECTION 321100

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Hot Mix Asphalt

B. Tack coat

C. Hot Mix Asphalt paving

D. Hot Mix Asphalt overlay

E. Speed bumps

F. Asphalt curbs

G. Pavement grinding

H. Adjusting manholes, valves, monument covers and other structures to grade

1.2 RELATED SECTIONS

A. Section 011000, Supplemental General Requirements

B. Section 312000, Earth Moving

C. Section 321100, Pavement Base Course

1.3 RELATED DOCUMENTS

A. Geotechnical Report: Geotechnical Study Report, Project Number: 4541.005.PW.1, prepared by RGH Consultants and dated November 12, 2024

B. ASTM
1. D979: Standard Practice for Sampling Bituminous Paving Mixtures
2. D1188: Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
3. D2041: Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
4. D2726: Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
5. D2950: Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
6. D3549: Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens.

C. Caltrans Standard Specifications, 2022
   1. Section 20: Landscape
   2. Section 39: Asphalt Concrete
   3. Section 88: Engineering Fabrics
   4. Section 92: Asphalt Binder
   5. Section 94: Asphaltic Emulsions
   6. Section 96: Geosynthetics

1.4 DEFINITIONS

A. ASTM: American Society for Testing Materials.

B. Caltrans: State of California, Department of Transportation

1.5 QUALITY ASSURANCE

A. Testing Agency: Owner's Representative will engage a qualified independent testing agency to perform field inspections and tests and to prepare test reports.
   1. Testing agency will conduct and interpret tests and state in each report whether tested work complies with or deviates from specified requirements.

B. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.

C. Thickness of hot mix asphalt: In-place compacted thickness of asphalt courses will be determined according to ASTM D3549.

D. Surface Smoothness: Finished surface of each asphalt course will be tested for compliance with smoothness tolerances.

E. In-Place Density: Samples of uncompacted paving mixtures and compacted pavement will be secured by testing agency according to ASTM D979.
   1. Reference maximum theoretical density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D2041, and compacted according to job-mix specifications.
   2. In-place density of compacted pavement may be determined by testing core samples according to ASTM D1188 or ASTM D2726.
      a. One core sample may be taken for every 1000 square yard or less of installed pavement, but in no case will fewer than 3 cores be taken.
      b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D2950 and correlated with ASTM D1188 or ASTM D2726.

1.6 SUBMITTALS

A. Follow submittal procedure outlined in Section 011000, Supplemental General Requirements.

B. Job-Mix Designs: Certificates signed by manufacturers certifying that each hot mix asphalt mix complies with requirements.

C. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.

1.7 PROJECT CONDITIONS

A. Environmental Limitations:
   1. Tack Coat: Minimum surface temperature of 60 F at application.
   2. Asphalt Base Course: Minimum surface temperature of 40 F and rising at application.
   3. Asphalt Surface Course: Minimum surface temperature of 60 F at application.
   4. Reinforcing Fabric: Air temperature is 50 F and rising and pavement temperature is 40 F and rising.

PART 2 - PRODUCTS

2.1 HOT MIX ASPHALT

A. Type A In accordance with Caltrans Standard Specifications Section 39-2, Hot Mix Asphalt.

B. Hot Mix Asphalt Materials:
   1. Asphalt Binder: Grade PG 64-10 in accordance with Caltrans Standard Specification Section 92, Asphalt Binders.
   2. Tack Coat: Grade SS1 in accordance with Caltrans Standard Specification Section 94, Asphaltic Emulsions.

C. Aggregates: 1-inch max gradation for virgin aggregate and recycled asphalt pavement (RAP) in accordance with to Caltrans Standard Specification Section 39-2.02, Type A Hot Mix Asphalt.

D. Geosynthetic Pavement Interlayer: Paving Fabric in accordance with Caltrans Standard Specification Section 96, Geosynthetics.

E. Soil Sterilant: In accordance with Caltrans Standard Specifications Section 20-5.03, Inert Ground Covers and Mulches.

PART 3 - EXECUTION

3.1 GENERAL

A. The Geotechnical Report shall take precedence where in conflict with this Section.

3.2 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.

B. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.

C. If necessary, perform subgrade preparation or remediation in accordance with Section 312000, Earth Moving.

D. Notify Owner in writing of any unsatisfactory conditions. Do not begin paving until these conditions have been satisfactorily corrected.

3.3 PAVEMENT GRINDING

A. Clean existing paving surface of loose or deleterious material immediately before pavement grinding.

B. Grind conforms as indicated.

3.4 SOIL STERILANT

A. Furnish and apply to areas per manufacturer's specifications.

3.5 SURFACE PREPARATION FOR AGGREGATE BASE MATERIALS

A. General: Immediately before placing asphalt materials remove loose and deleterious material from substrate surfaces and ensure that prepared subgrade is ready to receive paving in accordance with Caltrans Standard Specification Section 39-2.01C(3)(b) and in accordance with Section 321100, Pavement Base Course.

B. Tack Coat: Apply uniformly and at specified rates between HMA layers, to vertical surfaces of curbs, gutters and construction joints, and to existing pavement, including planned surfaces, in accordance with Caltrans Standard Specification Section 39-2.01C(3)(f).
   1. Allow tack coat to cure undisturbed before paving.
   2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.6 SURFACE PREPARATION FOR PAVEMENT AT HOT MIX ASPHALT OVERLAYS

A. Pavement Irregularities: Level with hot mix asphalt, Type A, ½ inch max aggregate.

B. Pavement Cracks:
   1. Less than ¼ inch wide: Clean of all dirt by compressed air jet, spray and seal with RS-1 asphaltic emulsion.
   2. Wider than ¼ inch: Clean of all dirt by compressed air jet, spray and seal with RS-1 asphaltic emulsion and skin patch.

C. Clean surface of all material, such as leaves, dirt, sand, gravel, water and vegetation prior to applying binder of paving asphalt to existing surface.

3.7 GEOSYNTHETIC PAVEMENT INTERLAYER

A. Place geosynthetic pavement interlayer in accordance with Caltrans Standard Specification Section 39-2.01C(3)g.

3.8 HOT MIX ASPHALT SPREADING AND COMPACTING EQUIPMENT

A. Provide spreading and compacting equipment in accordance with Caltrans Standard Specification Section 39-2.01C(2).

3.9 HOT MIX ASPHALT PLACEMENT

A. Place, spread and compact hot mix asphalt to required grade, cross section, and thickness in accordance with Caltrans Standard Specification Sections 39-2.01C(2), 39-2.01C(3), and 39-2.01C(8).

B. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.10 JOINTS

A. Construct joints to ensure continuous bond between adjoining paving sections in accordance with Caltrans Standard Specification Sections 39-2.01C(4)
   1. Construct joints free of depressions with same texture and smoothness as other sections of asphalt course.
   2. Clean contact surfaces and apply tack coat.
   3. Offset longitudinal joints in successive courses a minimum of 6 inches.
   4. Offset transverse joints in successive courses a minimum of 24 inches.
   5. Compact joints as soon as hot mix asphalt will bear roller weight without excessive displacement.

3.11 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact in accordance with the Geotechnical Report and Caltrans Standard Specification Sections 39-2.01C(2).

B. Compaction Requirements: Average Density to be 92 percent of reference maximum theoretical density according to ASTM D2041, but not less than 90 percent nor greater than 96 percent.

C. Finish Rolling: Finish roll paved surfaces to remove roller marks while asphalt is still warm.

D. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while still hot, with back of rake or smooth iron. Compact thoroughly using tamper or other satisfactory method.

E. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh asphalt. Compact by rolling to specified density and surface smoothness.

F. Protection: After the final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.12 HOT MIX ASPHALT CURBS AND DIKES

A. Construction: Place over compacted surfaces in accordance with Caltrans Standard Specification Section 39-2.01C(9). Apply a light tack coat prior to construction, unless pavement surface is still tacky and free of dust.

B. Shape: Place hot mix asphalt to curb cross section indicated.

3.13 SPEED BUMPS

A. Construct speed bumps over compacted pavement surfaces in accordance with Caltrans Standard Specification Section 39-2. Apply a light tack coat prior to construction, unless pavement surface is still tacky and free of dust.

B. Place asphalt concrete by hand using a template/screed designed to result in speed bump cross-section indicated after compaction.

C. Compact speed bumps with 8-ton static roller.

3.14 ADJUSTING MANHOLES, VALVES, MONUMENT COVERS AND OTHER STRUCTURES TO GRADE

A. Remove pavement, using vertical cuts, as needed to remove frame and provide for concrete collar. Do not damage adjacent pavement.
   1. Circular Covers: Cut circle with radius 6 inches larger than cover and concentric with cover.
   2. Rectangular Covers: Cut rectangle 6 inches larger than cover on all sides.

B. Install grade rings or blocking as needed to raise cover to finish grade.

C. Pour concrete collar:
   1. Bottom of Collar: Top of existing collar or 6 inches below top of proposed collar, whichever is at a higher elevation.
   2. Top of Collar: Bottom of existing asphalt pavement.
   3. Apply tack coat to all exposed surfaces.
   4. Fill excavation with hot mix asphalt and, while still hot, compact flush with adjacent surface.

3.15 INSTALLATION TOLERANCES

A. Hot Mix Asphalt Pavement:
   1. Course thickness and surface smoothness shall be in accordance with Caltrans Standard Specification Section 39-2.01A(4)(i)(iii)
   2. Total Thickness: Not less than indicated.

B. Trench Patch:
   1. Compacted surface: Within 0.01 foot of adjacent pavement.
   2. Do not create ponding.

C. Adjust Covers:
   1. Compacted surface: Up to 0.01 foot higher, and no lower than adjacent pavement.
   2. Do not create ponding.

END OF SECTION 321216

SECTION 321313 - CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnishing, placing, spreading, compacting and shaping portland cement concrete pavement with undoweled transverse weakened plane joints, for vehicular traffic.

B. Form construction and use in placing portland cement concrete pavement.

C. Joints for portland cement concrete pavement.

D. Finishing portland cement concrete pavement.

E. Curing and protecting portland cement concrete pavement.

1.2 RELATED SECTIONS

A. Section 011000, Supplemental General Requirements

B. Section 312000, Earth Moving

C. Section 321100, Pavement Base Course

D. Section 321318, Cement and Concrete for Exterior Improvements

1.3 RELATED DOCUMENTS

A. Geotechnical Report: Geotechnical Report: Geotechnical Study Report, Project Number: 4541.005.PW.1, prepared by RGH Consultants and dated November 12, 2024.

B. AASHTO Standard Specifications
   1. T132: Standard Method of Test for Tensile Strength of Hydraulic Cement Mortars

C. ASTM Standards
   1. D36: Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
   2. A615: Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
   3. A706: Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
   4. A775: Standard Specification for Epoxy Coated Steel Reinforcing Bars.
   5. A934: Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
   6. A996: Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement

7. C94: Standard Specification for Ready-Mixed Concrete
8. C603: Standard Test Method for Extrusion Rate and Application Life of Elastomeric Sealants
9. C639: Standard Test Method for Rheological (Flow) Properties of Elastomeric Sealants
10. C661: Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer
11. C679: ASTM C679-15 Standard Test Method for Tack-Free Time of Elastomeric Sealants
12. C719: Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle)
13. C793: Standard Test Method for Effects of Laboratory Accelerated Weathering on Elastomeric Joint Sealants
14. C881: Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.
15. D412: Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension
16. D1640: Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings
17. D2628: Standard Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements.
18. D2835: Standard Specification for Lubricant for Installation of Preformed Compression Seals in Concrete Pavements.
19. D3963: Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Steel Reinforcing Bars.
20. D6690: Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

D. Caltrans Standard Specifications, 2022
   1. Section 10, General
   2. Section 40, Concrete Pavement
   3. Section 52, Reinforcement
   4. Section 95, Epoxy

E. Caltrans Standard Plans:
   1. Plan P1: Jointed Plan Concrete Pavement – New Construction
   2. Plan P10: Concrete Pavement Dowel Bar Details

1.4 DEFINITIONS

A. AASHTO: American Association of State Highway and Transportation Officials

B. ASTM: American Society for Testing and Materials

C. Caltrans: State of California, Department of Transportation

1.5 QUALITY ASSURANCE

A. Testing Agency: Owner's Representative will engage a qualified independent testing agency to perform field inspections and tests and to prepare test reports.
   1. Testing agency will conduct and interpret tests and state in each report whether tested work complies with or deviates from specified requirements.

B. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.

C. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C94 requirements for production facilities and equipment.

D. Installer Qualification: An experienced installer who has completed pavement work similar in material, design and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

E. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

1.6 SUBMITTALS

A. Follow submittal procedure outlined in Section 011000, Supplemental General Requirements.

B. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results or other circumstances warrant adjustments.

C. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements.
   1. Cementitious materials and aggregates
   2. Steel reinforcement and reinforcement accessories
   3. Admixtures
   4. Curing compound
   5. Applied finish material
   6. Bonding agent of adhesive
   7. Joint filler
   8. Joint Sealant
   9. Tie Bars
   10. Epoxy
   11. Backer Rods

PART 2 - PRODUCTS

2.1 PORTLAND CEMENT CONCRETE

A. In accordance with Section 321318, Cement and Concrete for Exterior Improvements.

2.2 BASE MATERIAL

A. In accordance with Section 321100, Pavement Base Course.

2.3 TIE BARS

A. Deformed reinforcing steel bars conforming to the requirements of ASTM Designation A615, Grade 40 or 60

B. Epoxy-coat in accordance with Caltrans Standard Specification Section 52-2.02, Epoxy-Coated Reinforcement, except bars must comply with ASTM A706; ASTM A996; or ASTM A615, Grade 40 or 60.

C. Do not bend tie bars.

2.4 EPOXY

A. Bond tie bars to existing concrete with epoxy resin in accordance with Caltrans Standard Specification Section 95-1.02D, Epoxy Adhesive for Bonding Freshly Mixed Concrete to Hardened Concrete.

2.5 SILICONE JOINT SEALANT

A. Furnish low modulus silicone joint sealant in a one-part silicone formulation. Do not use acid cure sealants. Compound to be compatible with the surface to which it is applied and conform to the following requirements:

Specification	Test Method	Requirement
Tensile stress, 150% elongation, 7-day cure at 77°± 1°F and 45% to 55% Relative Humidity	ASTM D412 (Die C)	45 psi max.
Flow at 77° ± 1°F	ASTM C639[a]	Shall not flow from channel
Extrusion Rate at 77° ± 1°F	ASTM C603[b]	75-250 g per min.
Specific Gravity	ASTM D792 Method A	1.01 to 1.51
Durometer Hardness, at 0°F, Shore A, cured 7 days at 77° ± 1°F	ASTM C661	10 to 25
Ozone and Ultraviolet Resistance, after 5000 hours	ASTM C793	No chalking, cracking or bond loss
Tack free at 77° ± 1°F and 45% to 55% Relative Humidity	ASTM C679	Less than 75 minutes
Elongation, 7 day cure at 77° ± 1°F and 45% to 55% Relative Humidity	ASTM D412 (Die C)	500 percent min.
Set to Touch, at 77° ± 1°F and 45% to 55% Relative Humidity	ASTM D1640	Less than 75 minutes
Shelf Life, from date of shipment	—	6 months min.
Bond, to concrete mortar-concrete briquets, air cured 7 days at 77° ± 1°F	AASHTO T132[c]	50 psi min.
Movement Capability and Adhesion, 100% extension at 0°F after air cured 7 days at 77° ± 1°F, and followed by 7 days in water at 77° ± 1°F	ASTM C719[d]	No adhesive or cohesive failure after 5 cycles

Notes:

a. ASTM Designation: C639 Modified (15 percent slope channel A).
b. ASTM Designation: C603, through 1/8 inches opening at 50 psi.
c. Mold briquets in conformance with the requirements in AASHTO Designation: T132, sawed in half and bonded with a 1/16 inches maximum thickness of sealant and tested in conformance with the requirements in AASHTO Designation: T132. Briquets shall be dried to constant mass at 212 ± 10°F.
d. Movement Capability and Adhesion: Prepare 12-inch x 1 inch x 3-inch concrete blocks in conformance with the requirements in ASTM Designation: C719. A sawed face shall be used for bond surface. Seal 2 inch of block leaving ½ inches on each end of specimen unsealed. The depth of sealant shall be 3/8 inches and the width ½ inches.

B. Formulate the silicon joint sealant to cure rapidly enough to prevent flow after application on grades of up to 15 percent.

C. Furnish to the Owner's Representative with a Certificate of Compliance. Accompany certificate with a certified test report of the results of the required tests performed on the sealant material within the previous 12 months prior to proposed use. Provide the certificate and accompanying test report for each lot of silicone joint sealant prior to use on the project.

2.6 ASPHALT RUBBER JOINT SEALANT

A. Conform to the requirements of ASTM Designation: D6690 as modified herein or to the following:
   1. Provide a mixture of paving asphalt and ground rubber. Ground rubber to be vulcanized or a combination of vulcanized and de-vulcanized materials ground so that 100 percent will pass a No. 08 sieve and contain not less than 22 percent ground rubber, by mass. Modifiers may be used to facilitate blending.
   2. The Ring and Ball softening point shall be 135°F minimum, when tested in conformance with the requirements in ASTM D36.
   3. Provide asphalt rubber sealant material capable of being melted and applied to cracks and joints at temperatures below 400°F.

B. The penetration requirements of Section 4.2 of ASTM Designation: D6690 do not apply. The required penetration at 77˚F, 5 oz, 5s, shall not exceed 120.

C. The resilience requirements of Section 4.5 of ASTM Designation: D6690 do not apply. The required resilience, when tested at 77°F, shall have a minimum of 50 percent recovery.

D. Accompany each lot of asphalt rubber joint sealant shipped to the job site, whether as specified herein or conforming to the requirements of ASTM Designation D6690, as modified herein, by a Certificate of Compliance, storage and heating instructions and precautionary instructions for use.

E. Heat and place in conformance with the manufacturer's written instructions and the details shown on the Plans. Provide manufacturer's instructions to the Owner's Representative. Do not place when the pavement surface temperature is below 50 ˚F.

2.7 PREFORMED COMPRESSION JOINT SEALANT

A. Material: ASTM Designation: D2628.
   1. Number of cells: 5 or 6.
   2. Lubricant Adhesive: ASTM Designation D2835.
   3. Install compression seals along with lubricant adhesive according to the manufacturer's recommendations. Submit manufacturer's recommendations to the Owner's Representative`.

B. Accompany each lot of compression seal and lubricant adhesive by a Certificate of Compliance, storage instructions and precautionary instructions for use. Also submit the manufacturer's data sheet with installation instructions and recommended model or type of preformed compression seal for the joint size and depth as shown on the Plans. Show evidence that the selected seal is being compressed at level between 20 and 50 percent at all times for the joint width and depth shown on the Plans.

2.8 BACKER RODS

A. Provide backer rods that have a diameter prior to placement at least 25 percent greater than the width of the saw cut after sawing and are expanded, crosslinked, closed-cell polyethylene foam that is compatible with the joint sealant so that no bond, adverse reaction occurs between the rod and sealant. In no case use a hot pour sealant that will melt the backer rod. Submit a manufacturer's data sheet verifying that the backer rod is compatible with the sealant to be used.

2.9 SLIP RESISTIVE AGGREGATE FINISH

A. Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

PART 3 - EXECUTION

3.1 WATER SUPPLY

A. Provide water supply in accordance with Caltrans Standard Specification Section 10-6, Watering.

3.2 SUBGRADE

A. Prepare subgrade in accordance with Caltrans Standard Specification Section 40-1.03F, Placing Concrete.

3.3 SOIL STERILANT

A. Furnish and apply to areas indicated in accordance with Section 312000, Earth Moving.

3.4 PLACING

A. Prepare concrete in accordance with Caltrans Standard Specification Section 40-1.03F, Placing Concrete.

3.5 SPREADING COMPACTING AND SHAPING

A. Conform to the following:
   1. Stationary Side Form Construction: In accordance with Caltrans Standard Specification Section 40-1.03F(4), Stationary Side-Form Construction.
   2. Slip Form Construction: In accordance with Caltrans Standard Specification Section 40-1.03F(4), Slip Form Construction.

3.6 INSTALLING TIE BARS

A. Install at longitudinal contact joints, longitudinal weakened plane joints, and transverse contact joints as shown on the Plans. In no case, shall any consecutive width of new portland cement concrete pavement tied together with tie bars exceed 50 feet. In no case shall tie bars be used at a joint where portland cement concrete and asphalt concrete pavements abut.

B. Tie bars shall be installed at longitudinal joints by one of the 3 following methods:

1. Drilling and bonding in conformance with the details shown on the Plans. Provide a two-component, epoxy-resin, conforming to the requirements of ASTM Designation: C881, Type V. Grade 3 (Non-Sagging), Class shall be as follows:

Temperature of Concrete	Required Class of Epoxy Resin
Lower than 40° F	A
40° F through 60° F	B
Above 60° F	C

2. Provide, at least 7 days prior to start of work, a Certificate of compliance and a copy of the manufacturer's recommended installation procedure. The drilled holes shall be cleaned in accordance with the epoxy manufacturer's instructions and shall be dry at the time of placing the epoxy and tie bars. Immediately after inserting the tie bars into the epoxy, the tie bars shall be supported as necessary to prevent movement during the curing and shall remain undisturbed until the epoxy has cured a minimum time as specified by the manufacturer. Tie bars that are improperly bonded, as determined by the Owner's Representative, will be rejected. If rejected, adjacent new holes shall be drilled, as directed by the Owner's Representative, and new tie bars shall be placed and securely bonded to the concrete. All work necessary to correct improperly bonded tie bars shall be performed at the Contractor's expense.
3. Insert the tie bars into the plastic slip-formed concrete before finishing the concrete. Inserted tie bars shall have full contact between the bar and the concrete. When tie bars are inserted through the pavement surface, the concrete over the tie bars shall be reworked and refinished to such an extent that there is no evidence on the surface of the completed pavement that there has been any insertion performed. Any loose tie bars shall be replaced by drilling and grouting into place with epoxy as described in method 1 above at the Contractor's expense.
4. By using threaded dowel splice couplers fabricated from deformed bar reinforcement material, free of external welding or machining. Threaded dowel splice couplers shall be accompanied by a Certificate of Compliance and installation instructions. Installation of threaded dowel splice couplers shall conform to the requirements of the manufacturer's recommendations.

3.7 JOINTS

A. Construct joints in accordance with Caltrans Standard Specification Section 40-1.03B, Joints, except that tie bars shall be as specified under Part 1, Materials.

1. Construction Joints: In accordance with Caltrans Standard Specification Section 40-1.03B(2), Construction Joints.
   a. Construct a construction joint at the end of each day's work, or where concrete placement is interrupted for more than 30 minutes, to coincide with the next weakened plane joint location.
   b. If sufficient concrete has not been mixed to form a slab to match the next contraction joint, when an interruption occurs, the excess concrete shall be removed and disposed of back to the last preceding joint. The cost of removing and disposing of any excess concrete shall be at the Contractor's expense. Any excess material shall be become the property of the Contractor and shall be properly disposed of.
   c. A metal or wooden bulkhead (header) shall be used to form the joint. The bulkhead shall be designed to accommodate the installation of tie bars.
2. Contraction Joints: In accordance with Caltrans Standard Specification Section 40-1.03B (3), Contraction Joints, except that the insert method of forming joints in pavement shall not be used.

3.8 FINISHING

A. Finish concrete in accordance with Caltrans Standard Specification Section 40-1.03H, Finishing.

B. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on paving surface according to manufacturer's written instructions and as follows:
1. Uniformly spread of dampened, slip-resistive aggregate over paving surface in two applications. Tamp aggregate flush with surface using a steel trowel, but do not force below surface.
2. Uniformly distribute approximately two-thirds of slip-resistive aggregate over paving surface with mechanical spreader, allow to absorb moisture, and embed by power floating. Follow power floating with a second slip-resistive aggregate application, uniformly distributing remainder of material at right angles to first application to ensure uniform coverage and embed by power floating.

3.9 CURING

A. Cure concrete in accordance with Caltrans Standard Specification Section 40-1.03I, Curing.

3.10 SEALING JOINTS

A. Liquid Joint Sealant Installation.

1. The joint sealant detail for transverse and longitudinal joints, as shown on the Plans, shall apply only to weakened plane joints. Construct weakened plane joints by the sawing method. Should grinding or grooving be required over or adjacent to any joint after sealant has been placed, completely remove the joint material and disposed of, and replace at the Contractor's expense. Recess sealant below the final finished surface as shown on the Plans.
2. At the Contractor's option, transverse weakened plane joints shall be either Type DSC or Type SSC as shown on the Plans. Longitudinal weakened plane joints shall be Type SSC only as shown on the Plans.
3. Seven days after the concrete pavement placement and not more than 4 hours before placing backer rods and joint sealant materials, clean the joint walls by the dry sand blast method and other means as necessary to completely remove from the joint all objectionable material such as soil, asphalt, curing compound, paint and rust. After cleaning the joint, remove all traces of sand, dust and loose material from and near the joint for a distance along the pavement surfaces of at least 2-inch on each side of the joint by the use of a vacuum device. Remove surface moisture at the joints by means of compressed air or moderate hot compressed air or other means approved means. Do not use drying procedures that leave a residue or film on the joint wall. Sandblasting equipment shall have a maximum nozzle diameter size of 1/4 $\pm$ 1/32 inches and a minimum pressure of 90-psi.
4. Install backer rod as shown on the Plans. Provide an expanded, closed-cell polyethylene foam backer rod that is compatible with the joint sealant so that no bond or adverse reaction occurs between the rod and sealant. Install backer rod when the temperature of the portland cement concrete pavement is above the dew point of the air and when the air temperature is 40°F or above. Install backer rod when the joints to be sealed have been properly patched, cleaned and dried. Do not use a method of placing backer rod that leave a residue or film on the joint walls.
5. Immediately after placement of the backer rod, place the joint sealant in the clean, dry, prepared joints as shown on the Plans. Apply the joint sealant by a mechanical device with a nozzle shaped to fit inside the joint to introduce the sealant from inside the joint. Apply adequate pressure to the sealant to ensure that the sealant material is extruded evenly and that full continuous contact is made with the joint walls. After application of the sealant recess the surface of the sealant as shown on the Plans.
6. Any failure of the joint material in either adhesion or cohesion of the material will be cause for rejection of the joint. Conform the finished surface of joint sealant to the dimensions and allowable tolerances shown on the Plans. Rejected joint materials or joint material whose finished surface does not conform to the dimensions shown on the Plans shall be repaired or replaced, at the Contractor's expense, with joint material that conforms to the requirements.
7. After each joint is sealed, remove all surplus joint sealer on the pavement surface. Traffic shall not be permitted over the sealed joints until the sealant is tack free and set sufficiently to prevent embedment of roadway debris into the sealant.

B. Preformed Compression Joint Seal Installation

1. The compression seal alternative joint detail for transverse and longitudinal joints, as shown on the Plans, shall apply only to weakened plane joints. Construct weakened plane joints by the sawing method. Should grinding or grooving be required over or adjacent to any joint after the compression seal has been placed, completely remove the joint materials and disposed of, and replace at the Contractor's expense. Compression seal shall be recessed below the final finished surface as shown on the Plans.
2. At the Contractor's option, transverse weakened plane joints shall be either Type DSC or Type SSC as shown on the Plans. Longitudinal weakened plane joints shall be Type SSC only as shown on the Plans.
3. Seven days after the concrete pavement placement and not more than 4 hours before placing preformed compression joint seals, clean the joint walls by the dry sand blast method and other means as necessary to completely remove from the joint all objectionable material such as soil, asphalt, curing compound, paint and rust. After cleaning the joint, remove all traces of sand, dust and loose material from and near the joint for a distance along the pavement surfaces of at least 50 mm on each side of the joint by the use of a vacuum device. Remove surface moisture at the joints by means of compressed air or moderate hot compressed air or other means. Do not use drying procedures that leave a residue or film on the joint wall. Sandblasting equipment shall have a maximum nozzle diameter size of 1/4 $\pm$ 1/32 inches and a minimum pressure of 90 psi.

3.11 PROTECTING CONCRETE PAVEMENT

A. Protect pavement in accordance with Caltrans Standard Specification Section 40-1.03J Protecting Concrete Pavement.

END OF SECTION 321313

SECTION 321318 - CEMENT AND CONCRETE FOR EXTERIOR IMPROVEMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Materials for portland cement concrete

B. Aggregate and aggregate grading for portland cement concrete

C. Water for portland cement concrete

D. Admixtures for portland cement concrete

E. Proportioning for portland cement concrete

F. Mixing and transporting portland cement concrete

G. Formwork for cast in place portland cement concrete

H. Embedded materials for portland cement concrete

I. Steel reinforcement for portland cement concrete

J. Placing and finishing portland cement concrete

K. Curing portland cement concrete

L. Protecting portland cement concrete

1.2 RELATED SECTIONS

A. Section 321216, Asphalt Paving

B. Section 321313, Concrete Pavement

1.3 RELATED DOCUMENTS

A. ASTM Standards
1. A615, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
2. A1064, Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
3. C94, Standard Specification for Ready-mixed Concrete
4. C150, Standard Specification for Portland Cement
5. C260, Standard Specification for Air-Entraining Admixtures for Concrete
6. C309, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

7. C494, Standard Specification for Chemical Admixtures for Concrete.
8. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use in Portland Cement
9. C1017, Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
10. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
11. D1751, Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

B. Caltrans Standard Specifications, 2018
1. Section 51: Concrete Structures
2. Section 73: Concrete Curbs and Sidewalks
3. Section 90: Concrete

1.4 DEFINITIONS

A. ASTM: American Society for Testing and Materials

1.5 SUBMITTALS

A. Concrete Mix Design: Have all concrete mixes designed by a testing laboratory and approved by the Consulting Engineer. Conform all mixes to the applicable building code requirement, regardless of other minimum requirements listed herein or on the Plans. Submit mix designs for review before use. Show proportions and specific gravities of cement, fine and coarse aggregate, and water and gradation of combined aggregates.

B. Reinforcing Steel Shop-Drawings

1.6 QUALITY ASSURANCE

A. Concrete shall be subject to quality assurance in accordance with Section 90 of the Caltrans Standard Specifications.
1. Slump tests: Have available, at job site, equipment required to perform slump tests. Make one slump test for each cylinder sample, from same concrete batch. Allowable maximum slump shall be 4 inches for walls and 3 inches for slabs on grade and other work.

B. Certifications:
1. Provide Owner's Representative at the time of delivery with certificates of compliance signed by both Contractor and Supplier containing the following statements:
a. Materials contained comply with the requirements of the Contract Documents in all respects.

b. Proportions and mixing comply with the design mix approved by the Consulting Engineer. Design mix shall have been field tested in accordance with the herein requirements of the Caltrans Standard Specifications and produces the required compressive strength under like conditions.

c. Statement of type and amount of any admixtures.

2. Provide Owner's Representative, at time of delivery, with certified delivery ticket stating volume of concrete delivered and time of mixing, or time of load-out in case of transit mixers.

1.7 DESIGNATION

A. General: Whenever the 28-day compressive strength is designated herein or on the Plans is 3,600 psi or greater, the concrete shall be considered to be designated by compressive strength. The 28-day compressive strength shown herein or on the plans which are less than 3,600 psi are shown for design information only and are not considered a requirement for acceptance of the concrete. Whenever the concrete is designated by class or as minor concrete herein or on the Plans, the concrete shall contain the cement per cubic yard shown in Section 90-2 of the Caltrans Standard Specifications.

B. Unless specified otherwise herein or on the Plans, portland cement concrete for curbs, gutters, sidewalks and their appurtenances such as island paving, curb ramps and driveways, shall be minor concrete as specified in Section 90-2 of the Caltrans Standard Specifications.

PART 2 - PRODUCTS

2.1 PORTLAND CEMENT

A. General: Type II or Type V cement conforming to the requirements of ASTM C150. Contractor may substitute pozzolan for portland cement in amounts up to 15% of the required mix unless high early strength concrete is specified. Pozzolan shall consist of Class F Fly Ash meeting the requirements of ASTM C618.

B. Color: Provide a coloring equivalent to ¼ pound of lampblack per cubic yard. Add to the concrete at the central mixing plant.

2.2 AGGREGATE AND AGGREGATE GRADATION

A. General: Fine and coarse aggregates shall be ¾ inch maximum size; clean and crushed aggregate free of materials which may cause staining. Aggregates shall conform to the requirements of section 90-1.02C of the Caltrans Standard Specifications.

B. Aggregate Size and Gradation: Conform to the requirements of section 90-1.02C(4)(d) of the Caltrans Standard Specifications for 1-inch maximum combined aggregate.

2.3 WATER

A. General: Water shall be clean, free from injurious amounts of oil, alkali, organic matter, or other deleterious material, and not detrimental to concrete per ASTM C94. Water shall conform to the requirements of section 90-1.02D of the Caltrans Standard Specifications, for mixing and curing portland cement concrete and for washing aggregates.

2.4 CHEMICAL ADMIXTURES

A. Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain no more than 0.1 percent water-soluble chloride ions by mass of cementitious material. Admixtures shall conform to the requirements of section 90-1.02E of the Caltrans Standard Specifications and as noted herein or on the Plans.
   1. Air-Entraining Admixture: ASTM C260/C260M
   2. Water-Reducing Admixture: ASTM C494/C494M, Type A
   3. Retarding Admixture: ASTM C494/C494M, Type B
   4. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D
   5. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F
   6. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G
   7. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II

2.5 CLASSIFICATION OF PORTLAND CEMENT CONCRETE

A. Unless specified otherwise herein or on the Plans, portland cement concrete for the following items shall be designated as follows:
   1. Curbs, Gutters, and Sidewalks: Minor concrete.
   2. Cast in Place Concrete Pipe: The concrete shall consist of a minimum of 564 pounds of portland cement per cubic yard of concrete.
   3. Thrust Blocks: The concrete shall have a minimum compressive strength of 3,000 psi.
   4. Sign and Fence Footings: The concrete shall consist of a minimum of 376 pounds of portland cement per cubic yard of concrete.
   5. Water, Storm, and Sanitary Structures: The concrete shall consist of a minimum of 564 pounds of portland cement per cubic yard of concrete.

2.6 EXPANSION JOINT MATERIAL

A. Material for expansion joints in portland cement concrete improvements shall be premolded expansion joint fillers conforming to the requirements of ASTM D1751. Expansion joint material shall be shaped to fit the cross section of the concrete prior to being placed. Suppliers certificates showing conformance with this specification shall be delivered with each shipment of materials delivered to the job site. Unless specified otherwise herein or on the Plans, expansion joint thickness shall be as follows:
   1. Concrete Slope Protection, Gutter Lining, Ditch Lining and Channel Lining: ½ inch
   2. Structures: As indicated

2.7 REINFORCEMENT AND DOWELS

A. Bar reinforcement for concrete improvements shall be deformed steel bars of the size or sizes called for on the plans conforming to the requirements of ASTM A615 for Grade 60 bars. Size and shape for bar reinforcement shall conform to the details shown or called for on the Plans. Substitution of wire mesh reinforcement for reinforcing bars will not be allowed.

B. Slip dowels, where noted or called for on the Plans or detail drawings shall be smooth billet-steel bars as designated and conforming to the requirements of ASTM A615 for Grade 60 bars. Ends of bars inserted in new work shall be covered with a cardboard tube sealed with cork; no grease or oil shall be used.

C. Mesh for reinforcement for concrete improvements shall be cold drawn steel wire mesh of the size and spacing called for on the plans conforming to the requirements of ASTM A1064. Size and extent of mesh reinforcement shall conform to the details shown or called for on the plans.

D. Tie wire for reinforcement shall be eighteen (18) gauge or heavier, black, annealed conforming to the requirements of ASTM A1064.

E. Suppliers certificates showing conformance with this specification shall be delivered with each shipment of materials delivered to the job site.

2.8 COLOR AND PATTERN FOR DECORATIVE SURFACES

A. Colors for decorative surfacing shall be CHROMIX admixtures as manufactured by the L. M. Scofield Company, Schedule A-312.05 or approved equal. The specific color shall be as designated or called for on the Plans.

B. Patterns for decorative surfacing shall be standard "Bomanite" patterns as copyrighted by the Bomanite Corporation of Palo Alto, California or equal. The specific pattern shall be as designated or called for on the Plans.

2.9 CURING AND SEALING MATERIALS

A. Curing Compounds:
   1. Concrete surface repellent-vertical and/or flatwork: Repello surface treatment, invisible chemical treatment barrier system.
   2. Curing and sealing-exterior: Colorcure concrete cureseal manufactured by L.M. Scofield Company or approved equal. Color-matched, water-based curing and sealing compound that complies with ASTM C309.
   3. Color Conditioned Decorative Portland Cement Concrete: LITHOCHROME colorwax manufactured by L.M. Scofield Company or approved equal. Color-matched, water-based curing and sealing compound that complies with ASTM C309.

2.10 FORMS

A. Conform to the requirements of Section 73-1.03C and Section 90-1.03B(5) of the Caltrans Standard Specifications.

B. Tolerance: Not to deviate more than ¼ inch in 10 feet in grade and alignment.

2.11 PRECAST CONCRETE STRUCTURES

A. Conform to the following Sections of Caltrans Standard Specifications:
1. 51-7, Minor Structures
2. 70-5.02, Flared End Sections

2.12 CONCRETE VEHICULAR PAVEMENT

A. General: See Section 321313, Concrete Pavement.

PART 3 - EXECUTION

3.1 STRUCTURAL EXCAVATION

A. Structural excavation may be either by hand, or by machine and shall be neat to the line and dimension shown or called for on the plans. Excavation shall be sufficient width to provide adequate space for working therein and comply with CAL-OSHA requirements.

B. Where an excavation has been constructed below the design grade, refill the excavation to the bottom of the excavation grade with approved material and compact in place to 95% of the maximum dry density as determined by ASTM D1557.

C. Remove surplus excavation material remaining upon completion of the work from the job site, or condition it to optimum moisture content and compact it as fill or backfill on the site.

3.2 BRACING AND SHORING

A. Conform to California and Federal OSHA requirements.

B. Place and maintain such bracing and shoring as may be required to support the sides of the excavations for the proper protection of workmen; to facilitate the work; to prevent damage to the facility being constructed; and to prevent damage to adjacent structures or facilities. Remove all bracing and shoring upon completion of the work.

C. Be solely responsible for all bracing and shoring and, if requested by the Owner's Representative, submit details and calculations to the Owner's Representative. The Owner's Representative may forward the submittal to the Consulting Engineer for their review. The Contractor's submittal shall include the basic design, assumed soils conditions and estimation of forces to be resisted, together with plans and specifications of the materials and methods to be used, and shall be prepared by a civil engineer or structural engineer registered in California. No excavations related to the proposed facility shall precede a response to the submittal by the Owner's Representative.

D. Be solely responsible for installing and extracting the sheathing in a manner which will not disturb the position or operation of the facility being constructed or adjacent utilities and facilities.

3.3 PLACING CONCRETE FORMS

A. Form concrete improvements with a smooth and true upper edge. Side of the form with a smooth finish shall be placed next to concrete. Construct forms rigid enough to withstand the pressure of the fresh concrete to be placed without any distortion.

B. Thoroughly clean all forms prior to placement and coat forms with an approved form oil in sufficient quantity to prevent adherence of concrete prior to placing concrete.

C. Carefully set forms to the alignment and grade established and conform to the required dimensions. Rigidly hold forms in place by stakes set at satisfactory intervals. Provide sufficient clamps, spreaders and braces to ensure the rigidity of the forms.

D. Provide forms for back and face of curbs, lip of gutters and edge of walks, valley gutters or other surface slabs that are equal to the full depth of the concrete as shown, noted or called for on the Plans. On curves and curb returns provide composite forms made from benders or thin planks of sufficient ply to ensure rigidity of the form.

3.4 PLACING STEEL REINFORCEMENT

A. Bars shall be free of mortar, oil, dirt, excessive mill scale and scabby rust and other coatings of any character that would destroy or reduce the bond. All bending shall be done cold, to the shapes shown on the plans. The length of lapped splices shall be as follows:

1. Reinforcing bars No. 8, or smaller, shall be lapped at least 45 bar diameters of the smaller bar joined, and reinforced bars Nos. 9, 10, and 11 shall be lapped at least 60 bar diameters of the smaller bars joined, except when otherwise shown on the plans.
2. Splice locations shall be made as indicated on the plans.

B. Accurately place reinforcement as shown on the plans and hold firmly and securely in position by wiring at intersections and splices, and by providing precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, and other approved devices of sufficient strength to resist crushing under applied loads. Provide supports and ties of such strength and density to permit walking on reinforcing without undue displacement.

C. Place reinforcing to provide the following minimum concrete cover:
1. Surfaces exposed to water: 4 inches.
2. Surfaces poured against earth: 3 inches.
3. Formed surfaces exposed to earth or weather: 2 inches.
4. Slabs, walls, not exposed to weather or earth: 1-inch.

D. Minimum spacing, center of parallel bars shall be two and one half (2-½) times the diameter of the larger sized bar. Accurately tie reinforcing securely in place prior to pouring concrete. Placing of dowels or other reinforcing in the wet concrete is not permitted.

3.5 MIXING AND TRANSPORTING PORTLAND CEMENT CONCRETE

A. Transit mix concrete in accordance with the requirements of ASTM Designation C94. Transit mix for not less than ten (10) minutes total, not less than three (3) minutes of which shall be on the site just prior to pouring. Mix continuous with no interruptions from the time the truck is filled until the time it is emptied. Place concrete within one hour of the time water is first added unless authorized otherwise by the Owner's Representative.

B. Do not hand mix concrete for use in concrete structures.

3.6 PLACING PORTLAND CEMENT CONCRETE

A. Thoroughly wet subgrade when concrete is placed directly on soil. Remove all standing water prior to placing concrete.

B. Do not place concrete until the subgrade and the forms have been approved.

C. Convey concrete from mixer to final location as rapidly as possible by methods that prevent separation of the ingredients. Deposit concrete as nearly as possible in final position to avoid re-handling.

D. Place and solidify concrete in forms without segregation by means of mechanical vibration or by other means as approved by the Owner's Representative. Continue vibration until the material is sufficiently consolidated and absent of all voids without causing segregation of material. The use of vibrators for extensive shifting of fresh concrete will not be permitted.

E. Concrete in certain locations may be pumped into place upon prior approval by the Owner's Representative. When this procedure requires redesign of the mix, such redesign shall be submitted for approval in the same manner as herein specified for approval of design mixes.

3.7 PLACING ACCESSORY MATERIALS

A. Place water stops and other items required to be embedded in of portland cement concrete structures at locations shown or required in accordance with Section 51-2.04 of the Caltrans Standard Specifications unless otherwise specifically noted or called for on the Plans.

B. Curing Compounds:
   1. Regular Portland Cement Concrete: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
   2. Color Conditioned Decorative Portland Cement Concrete: Apply in accordance with the manufacturer's written instructions.

3.8 FORM REMOVAL

A. Remove forms without damage to the concrete. Remove all shores and braces below the ground surface, before backfilling.

B. Do not backfill against concrete until the concrete has developed sufficient strength to prevent damage.

C. Leave forms for cast-in-place walls in place at least 72 hours after pouring.

D. Leave edge forms in place at least 24 hours after pouring.

3.9 DECORATIVE SURFACING CONSTRUCTION

A. Decorative surfacing concrete walks, concrete median islands or other installations shall be formed and placed as a concrete slab conforming to the details shown or noted on the Plans.

3.10 FIELD QUALITY CONTROL

A. Finish subgrade for concrete improvements shall be subject to approval prior to placement of forms.

B. No concrete shall be placed prior to approval of forms.

C. Concrete improvements constructed shall not contain "bird baths" or pond water and shall be smooth and ridge free.

D. Conform the finish grade and cross section of concrete improvements to the design grades and cross sections.

E. Variation of concrete improvements from design grade and cross section as shown or called for on the plans shall not exceed the tolerances ACI 117 and as follows:
   1. Elevation: ¼-inch.
   2. Thickness: Plus 3/8-inch, minus ¼-inch.
   3. Surface: Gap below 10 foot long, unleveled straightedge not to exceed ¼-inch.
   4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1-inch.
   5. Vertical Alignment of Tie Bars and Dowels: ¼-inch.
   6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: ½-inch.
   7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel ¼-inch per 12 inches.
   8. Joint Spacing: 3 inches, unless otherwise indicated.
   9. Contraction Joint Depth: Plus ¼-inch, no minus.
   10. Joint Width: Plus 1/8-inch, no minus.

3.11 RESTORATION OF EXISTING IMPROVEMENTS

A. Replace in kind all pavement or other improvements removed or damaged due to the installation of concrete improvements.

B. Remove, landscaping or plantings damaged or disturbed due to the installation of concrete improvements. Replace in kind.

END OF SECTION 321318

SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cold-applied joint sealants.
2. Joint-sealant backer materials.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Concrete pavement joint sealants.
2. Joint-sealant backer materials.

B. Samples for Initial Selection: Manufacturer's standard color sheets showing full range of available colors for each type of joint sealant.

C. Samples for Verification: Actual sample of finished products for each kind and color of joint sealant required.

1. Size: Joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Paving-Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 QUALITY ASSURANCE

A. Qualifications:

1. Installers: Entity that employs installers and supervisors who are trained and approved by manufacturer.

1.5 PRECONSTRUCTION TESTING

A. Preconstruction Testing: Performed by a qualified testing agency.

1.6 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer[or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain joint sealants from single manufacturer for each sealant type.

2.2 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backer materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.3 COLD-APPLIED JOINT SEALANTS

A. Single-Component, Nonsag, Silicone Joint Sealant: ASTM D5893/D5893M, Type NS.

B. Single-Component, Self-Leveling, Silicone Joint Sealant: ASTM D5893/D5893M, Type SL.

C. Multicomponent, Nonsag, Urethane, Elastomeric Joint Sealant: ASTM C920, Type M, Grade NS, Class 25, for Use T.

D. Single Component, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C920, Type S, Grade P, Class 25, for Use T.

E. Multicomponent, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C920, Type M, Grade P, Class 25, for Use T.

2.4 JOINT-SEALANT BACKER MATERIALS

A. Joint-Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.

B. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

C. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.

D. acker Strips for Cold- and Hot-Applied Joint Sealants: ASTM D5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions.

C. Install joint-sealant backers to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of joint-sealant backer materials.
2. Do not stretch, twist, puncture, or tear joint-sealant backer materials.
3. Remove absorbent joint-sealant backer materials that have become wet before sealant application and replace them with dry materials.

D. Install joint sealants immediately following backer material installation, using proven techniques that comply with the following:

1. Place joint sealants so they fully contact joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants in accordance with the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:

1. Remove excess joint sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING AND PROTECTION

A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

3.5 PAVING-JOINT-SEALANT SCHEDULE

A. Joints within concrete paving:

1. Joint Location:

    a. Expansion and isolation joints in concrete paving.
    b. Contraction joints in concrete paving.
    c. Other joints as indicated.

2. Joint Sealant: Single component, nonsag, silicone joint sealant.
3. Joint-Sealant Color: Manufacturer's standard.

END OF SECTION 321373

SECTION 321375 - CONCRETE CURBS AND GUTTERS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Portland cement concrete curbs and gutters, sidewalk, curb ramps and driveways.

1.2 RELATED SECTIONS

A. Section 312000, Earth Moving

B. Section 321100, Pavement Base Course

C. Section 321313, Concrete Pavement

D. Section 321318, Cement and Concrete for Exterior Improvements

1.3 RELATED DOCUMENTS

A. Geotechnical Report: Geotechnical Study Report – Bower Park Restoration and Improvements, Project Number 4541.005.PW.1, prepared by RGH Consultants, dated November 12, 2024.

B. American society for Testing and Materials (ASTM)
   1. A1064 – Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
   2. D1751 – Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)

C. Caltrans Standard Specifications, 2015
   1. Section 51: Concrete Structures
   2. Section 72: Slope Protection
   3. Section 73: Concrete Curbs and Sidewalks
   4. Section 90: Concrete

1.4 DEFINITIONS

A. ASTM: American Society for Testing Materials

B. ACI: American Concrete Institute

1.5 SUBMITTALS

A. Submittal procedures shall be as outlined in Section 01 10 00 – Supplemental General Requirements.

B. Concrete Mix Design: Have all concrete mixes designed by a testing laboratory and approved by the Owner. Conform all mixes to the applicable building code requirement, regardless of other minimum requirements listed herein or on the drawings. Submit mix designs for review before use. Show proportions and specific gravities of cement, fine and coarse aggregate, and water and gradation of combined aggregates.

1.6 QUALITY ASSURANCE

A. Concrete shall be subject to quality assurance in accordance with Section 90 of the Caltrans Standard Specifications.

B. Certifications:
   1. Provide Owner at the time of delivery with certificates of compliance signed by both Contractor and Supplier containing the following statements:
      a. Materials contained comply with the requirements of the Contract Documents in all respects.
      b. Proportions and mixing comply with the design mix approved by the Consulting Engineer. Design mix shall have been field tested in accordance with the herein requirements of the Caltrans Standard Specifications and produces the required compressive strength under like conditions.
   2. Settlement of type and amount of any admixtures.
   3. Provide Owner, at time of delivery, with certified delivery ticket stating volume of concrete delivered and time of mixing, or time of load-out in case of transit mixers.

C. Conform to the applicable provisions of Sections 51, 73 and 90 of the Caltrans Standard Specification and these Technical Specifications.
   1. Conform construction of portland cement concrete surface improvements (including curbs, gutters, medians, valley gutters, walks) to the requirements of Section 73 of the Caltrans Standard Specifications unless otherwise required in these Technical Specifications or shown on the Plans.
   2. Construct "V" ditches in accordance with Section 72-5 of the Caltrans Standard Specifications; except that finishing shall be in accordance with Standard Specification Section 73, or as otherwise required in these Technical Specifications or shown on the Plans.

1.7 DESIGNATION

A. General: Whenever the 28-day compressive strength is designated herein or on the Plans is 3,600 psi or greater, the concrete shall be considered to be designated by compressive strength. The 28-day compressive strength shown herein or on the plans which are less than 3,600 psi are shown for design information only and are not considered a requirement for acceptance of the concrete. Whenever the concrete is designated by class or as minor concrete herein or on the Plans, the concrete shall contain the cement per cubic yard shown in Section 90-2 of the Caltrans Standard Specifications.

B. Unless specified otherwise herein or on the Plans, portland cement concrete for curbs, gutters, sidewalks and their appurtenances such as island paving, curb ramps and driveways, shall be minor concrete as specified in Section 90-2 of the Caltrans Standard Specifications.

PART 2 - PRODUCTS

2.1 GENERAL

A. Comply with requirements of Section 32 13 18, Cement and Concrete for Exterior Improvements.

2.2 PORTLAND CEMENT CONCRETE

A. Unless specified otherwise herein or on the Plans, portland cement concrete for items in this section shall be Minor Concrete as specified in Section 90-2 of the Caltrans Standard Specifications.

B. Design mix to produce normal-weight concrete consisting of portland cement, aggregate, water-reducing or high-range water-reducing admixture (superplasticizer), air-entraining admixture, and water to produce the following properties:
   1. Compressive Strength:
      a. Typical: 3000 psi, minimum at 28 days, unless otherwise indicated.
      b. Curbs & Gutters: 3500 psi, minimum at 28 days.
   2. Slump Limit: 8 inches minimum for concrete containing high-range water-reducing admixture (superplasticizer, limited to flatwork only); 4 inches for other concrete.
   3. Water/Cement Ratio: 0.5

2.3 CURBS AND GUTTERS FORMS

A. Use flexible spring-steel forms or laminated boards to form radius bends. Tolerance: Not to deviate more than 1/4 inch in 10 feet in grade and alignment.

2.4 EXPANSION JOINT MATERIAL

A. Material for expansion joints in portland cement concrete improvements shall be premolded expansion joint fillers conforming to the requirements of ASTM Designation D1751. Expansion joint material shall be shaped to fit the cross section of the concrete prior to being placed. Suppliers' certificates showing conformance with this specification shall be delivered with each shipment of materials delivered to the job site.

B. Unless noted otherwise herein or on the Plans expansion joint thickness shall be as follows:
   1. Curbs, Curb Ramps, Island Paving, Driveways and Gutter Depressions: ¼ inch

2.5 REINFORCEMENT AND DOWELS

A. Comply with requirements of Section 321318, Cement and Concrete for Exterior Improvements.

PART 3 - EXECUTION

3.1 GENERAL

A. Comply with requirements of Section 321318, Cement and Concrete for Exterior Improvements.

B. Form, place and finish concrete curbs, gutters, walkways, island paving, valley gutters and driveway approaches in conformance with the applicable requirements of Section 73 of the Caltrans Standard Specifications as modified herein.

C. Construct new concrete curb, curb and gutter and valley gutters against existing asphalt concrete by removing a minimum of 12 inches of the asphalt concrete to allow placement of curb or gutter forms. Patch pavement with a 6-inch-deep lift of asphalt concrete after gutter form is removed.

3.2 SUBGRADE

A. Conform to Section 73-1.03B of Caltrans Standard Specifications.

3.3 SOIL STERILANT

A. Furnish and apply an oxidation granular preemergent soil sterilant to prepared subgrade or after installation of rock or aggregate base uniformly at the rate recommended by the manufacturer.

3.4 PLACING CONCRETE FORMS

A. Form concrete improvements with a smooth and true upper edge. Side of the form with a smooth finish shall be placed next to concrete. Construct forms rigid enough to withstand the pressure of the fresh concrete to be placed without any distortion.

B. Thoroughly clean all forms prior to placement and coat forms with an approved form oil in sufficient quantity to prevent adherence of concrete prior to placing concrete.

C. Carefully set forms to the alignment and grade established and conform to the required dimensions. Rigidly hold forms in place by stakes set at satisfactory intervals. Provide sufficient clamps, spreaders and braces to ensure the rigidity of the forms.

D. Provide forms for back and face of curbs, lip of gutters and edge of walks, valley gutters or other surface slabs that are equal to the full depth of the concrete as shown, noted or called for on the Plans. On curves and curb returns provide composite forms made from benders or thin planks of sufficient ply to ensure rigidity of the form.

3.5 PLACING STEEL REINFORCEMENT

A. Bars shall be free of mortar, oil, dirt, excessive mill scale and scabby rust and other coatings of any character that would destroy or reduce the bond. All bending shall be done cold, to the shapes shown on the plans. The length of lapped splices shall be as follows:
   1. Reinforcing bars No. 8, or smaller, shall be lapped at least 45 bar diameters of the smaller bar joined, and reinforced bars Nos. 9, 10, and 11 shall be lapped at least 60 bar diameters of the smaller bars joined, except when otherwise shown on the plans.
   2. Splice locations shall be made as indicated on the plans.

B. Accurately place reinforcement as shown on the plans and hold firmly and securely in position by wiring at intersections and splices, and by providing precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, and other approved devices of sufficient strength to resist crushing under applied loads. Provide supports and ties of such strength and density to permit walking on reinforcing without undue displacement.

C. Place reinforcing to provide the following minimum concrete cover:
   1. Surfaces exposed to water: 4 inches
   2. Surfaces poured against earth: 3 inches
   3. Formed surfaces exposed to earth or weather: 2 inches
   4. Slabs, walls, not exposed to weather or earth: 1-inch

D. Minimum spacing, center of parallel bars shall be two and one half (2-½) times the diameter of the larger sized bar. Accurately tie reinforcing securely in place prior to pouring concrete. Placing of dowels or other reinforcing in the wet concrete is not permitted.

3.6 PLACING PORTLAND CEMENT CONCRETE

A. Thoroughly wet subgrade when concrete is placed directly on soil. Remove all standing water prior to placing concrete.

B. Do not place concrete until the subgrade and the forms have been approved.

C. Convey concrete from mixer to final location as rapidly as possible by methods that prevent separation of the ingredients. Deposit concrete as nearly as possible in final position to avoid re-handling.

D. Place and solidify concrete in forms without segregation by means of mechanical vibration or by other means as approved by the Owner. Continue vibration until the material is sufficiently consolidated and absent of all voids without causing segregation of material. The use of vibrators for extensive shifting of fresh concrete will not be permitted.

E. Concrete in certain locations may be pumped into place upon prior approval by the Owner. When this procedure requires redesign of the mix, such redesign shall be submitted for approval in the same manner as herein specified for approval of design mixes.

3.7 EXPANSION JOINTS

A. Construct expansion joints incorporating premolded joint fillers at twenty (20) foot intervals in all concrete curbs, gutters, median/island paving, valley gutters, driveway approaches and at the ends of all returns. At each expansion joint install 1/2-inch by 12-inch smooth slip dowels in the positions shown or noted on the detail drawings.

B. Orient slip dowels at right angles to the expansion joint and hold firmly in place during the construction process by means of appropriate chairs.

3.8 WEAKENED PLANE JOINTS

A. Construct weakened plane joints in concrete curbs, gutters, median/island paving and valley gutters between expansion joints at ten (10) foot intervals throughout, or as otherwise indicated. Depth of joint score depth to be one-fourth (25%) the thickness of the concrete.

B. Orient slip dowels at right angles to the expansion joint and hold firmly in place during the construction process by means of appropriate chairs.

C. Grooved Joints: Form weakened plane joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8-inch. Repeat grooving of weakened plane joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

3.9 FINISHING CONCRETE

A. Finish curb and gutter in conformance with the applicable requirements of Section 73 of the Caltrans Standard Specifications as modified herein.

B. Where monolithic curb, gutter and sidewalk are specified, separate concrete pours will not be allowed.

C. Provide a broom finish to all horizontal surfaces perpendicular to the path of travel on surfaces used by pedestrians:
   1. Sloped Less than 6%: Provide a medium salt (medium broom) finish by drawing a soft bristle broom across concrete surface, perpendicular to line of traffic, to provide a uniform fine line texture.
   2. Surfaces Sloped Greater than 6%: Provide a slip resistant (heavy broom finish) by striating surface 1/16-inch to 1/8-inch deep with a stiff-bristled broom, perpendicular to line of traffic.

3.10 FORM REMOVAL

A. Remove forms without damage to the concrete. Remove all shores and braces below the ground surface, before backfilling.

B. Do not backfill against concrete until the concrete has developed sufficient strength to prevent damage.

C. Leave edge forms in place at least 24 hours after pouring.

3.11 CONNECTING TO EXISTING CONCRETE IMPROVEMENTS

A. New curb or gutter is to connect to existing improvements to remain by saw cutting to existing sound concrete at the nearest score line, expansion joint or control joint. Drill and insert ½ inch diameter by 12-inch-long dowels at 24 inches on center into existing improvements. Install pre-molded expansion joint filler at the matching joint.

B. A cold joint to the existing curb is not acceptable.

3.12 FIELD QUALITY CONTROL

A. Conform the finish grade at top of curb, flow line of gutter, and the finish cross section of concrete improvements to the design grades and cross sections.

B. Variation of concrete improvements from design grade and cross section as shown or called for on the plans shall not exceed the tolerances established in Section 73 of the Caltrans Standard Specifications.

3.13 RESTORATION OF EXISTING IMPROVEMENTS

A. Replace in kind all pavement or other improvements removed or damaged due to the installation of concrete improvements.

B. Remove, landscaping or plantings damaged or disturbed due to the installation of concrete improvements. Replace in kind.

END OF SECTION 321375

SECTION 321713 - PARKING BUMPERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes concrete precast wheel stops.

1.2 RELATED SECTIONS

A. Section 010000, Supplemental General Requirements

1.3 SUBMITTALS

A. Follow submittal procedure outlined in accordance with Section 011000, Supplemental General Requirements.

B. Submit product data for each type of product.

PART 2 - PRODUCTS

2.1 PARKING BUMPERS

A. Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete, 2500 psi minimum compressive strength, 5½ inches high by 7½ inches wide by 48 inches long (or length as shown on plans). Provide chamfered corners, transverse drainage slots on underside, and a minimum of two factory-formed vertical holes through wheel stop for anchoring to substrate.
   1. Surface Appearance: Free of pockets, sand streaks, honeycombs, and other obvious defects. Corners shall be uniform, straight, and sharp.
   2. Mounting Hardware: Galvanized-steel dowel, 1/2-inch diameter, 24-inch minimum length.

2.2 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
   1. Oldcastle Precast
   2. Bertelson Precast
   3. Barco Products, or approved equal

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install wheel stops according to manufacturer's written instructions unless otherwise indicated.

B. Install wheel stops in bed of adhesive before anchoring.

C. Securely anchor wheel stops to pavement with hardware in each preformed vertical hole in wheel stop as recommended in writing by manufacturer. Recess head of hardware beneath top of wheel stop.

END OF SECTION 321713

SECTION 321723 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Removal of existing traffic stripes and pavement markers

B. Removal of existing signs

C. Cleaning and sweeping of streets before application of traffic stripes and pavement markings

D. Materials and application for traffic stripes and pavement markings

E. Materials and application for pavement markers

F. Traffic control signs and street name signs

G. Object markers

H. Survey monuments

1.2 RELATED SECTIONS

A. Section 011000, Supplemental General Requirements

B. Section 321318, Cement and Concrete for Exterior Improvements

1.3 RELATED DOCUMENTS

A. Caltrans Standard Specifications, 2015
   1. Section 78, Incidental Construction
   2. Section 81, Miscellaneous Traffic Control Devices
   3. Section 82, Signs and Markers
   4. Section 84, Markings

B. Caltrans Standard Plans, 2015
   1. Plan A20A through A20D: Pavement Markers and Traffic Lines, Typical Details
   2. Plan A24A and A24B: Pavement Markings Arrows
   3. Plan A24C: Pavement Markings, Symbols and Numerals
   4. Plan A24D: Pavement Markings, Words
   5. Plan A24E: Pavement Markings, Words, Limit and Yield Lines
   6. Plan A24F: Pavement Markings, Crosswalks
   7. Plan A73A: Object Markers
   8. Plan A73B: Markers
   9. Plan A73C: Delineators, Channelizers and Barricades
   10. Plan A74: Survey Monuments
   11. Plan RS1: Roadside Sign, Typical Installation Details No. 1
   12. Plan RS2: Roadside Sign, Wood Post - Typical Installation Details No. 2
   13. Plan RS3: Roadside Sign, Laminated Wood Box Post - Typical Installation Details No. 3
   14. Plan RS4: Roadside Sign, Typical Installation Details No. 4

C. The State of California Traffic Manual, 2014

D. The regulations, standards, and tests of the State of California Department of Transportation Materials and Research Division, edition in effect at time of date on Plans.

E. Professional Land Surveyor's Act, Business and Professions Code §§ 8700 – 8805

1.4 SUBMITTALS

A. Submit product data for each of the following in accordance with Section 011000, Supplemental General Requirements:
   1. Traffic paint
   2. Pavement markers and adhesives
   3. Reflectorized markers and posts

1.5 QUALITY ASSURANCE

A. Deliver certificates showing conformance with this specification to the Owners Representative with each shipment of materials and equipment to the Project site.

B. Provide proper facilities for handling and storage of products to prevent damage. Where necessary, stack products off ground on level platform, fully protected from weather.

1.6 PROJECT CONDITIONS

A. Do not apply traffic striping or pavement markings to the pavement until after approval to proceed has been given by the Owners Representative.

B. Thoroughly cure new asphalt concrete and portland cement concrete before application of stripes, markings or markers.

PART 2 - PRODUCTS

2.1 THERMOPLASTIC STRIPES AND MARKING

A. Thermoplastic striping and marking materials shall be in accordance with Caltrans Standard Specifications Sections 84-2.02 and 84-2.02B, unless noted otherwise herein or on the Plans.

B. Glass Beads shall be in accordance with Caltrans Standard Specification Section 84-2.02D, Glass Beads, unless noted otherwise herein or on the Plans.

C. Thermoplastic stripes and markings shall have a minimum skid friction value of BPN 35.

2.2 PAINTED STRIPES AND MARKINGS

A. Painted striping and marking materials shall be in accordance with Caltrans Standard Specifications Sections 84-2.02 and 84-2.02C, unless noted otherwise herein or on the Plans.

B. Glass Beads shall be in accordance with Caltrans Standard Specification Section 84-2.02D, Glass Beads, unless noted otherwise herein or on the Plans.

2.3 PAVEMENT MARKERS

A. Pavement Markers shall be in accordance with Caltrans Standard Specification Section 81-3, Pavement Markers, and as indicated on the Plans.

B. Material
   1. Non-reflective Material shall be in accordance with Caltrans Standard Specification Section 81-3.02B, Non-Reflective Pavement Markers.
   2. Retroreflective Material shall be in accordance with Caltrans Standard Specification Section 81-3.02C, Retroreflective Pavement Markers.

C. Adhesive:
   1. Adhesive Material shall be in accordance with Caltrans Standard Specification Section 81-3.02D, Hot Melt Bituminous Adhesive.

2.4 TRAFFIC CONTROL SIGNS

A. General: Traffic control signs shall be in accordance with Caltrans Standard Specification Section 82-1, Signs and Markers.

B. Sign Panels shall be in accordance with Caltrans Standard Specification Section 82-2, Sign Panels. Conform type (regulatory or warning), size, shape and pattern to the State of California, Department of Transportation, Traffic Manual, edition in effect at the date of the Plans.

C. Posts:
   1. Metal Posts shall be in accordance with Caltrans Standard Specification Section 82-3.02B, Metal Posts.
   2. Wood Posts shall be in accordance with Caltrans Standard Specification Section 82-3.02C, Wood Posts.

D. Mounting Hardware shall be in accordance with Caltrans Standard Specification 82-3.02E, Sign Panel Fastening and Mounting Hardware, unless otherwise specified.

E. Post Foundations: Conform to Caltrans Standard Plans.

2.5 STREET NAME SIGNS

A. Conform to manufacturer, style, size, and shape shown on the Plans.

B. Posts: 2 inch inside diameter steel pipe unless noted otherwise on the Plans. Posts shall be in accordance with Caltrans Standard Specification Section 82-3.02B, Metal Posts.

C. Post Foundations: Portland cement concrete in accordance with Section 32 13 18, Cement and Concrete for Exterior Improvements.

2.6 REFLECTORIZED OBJECT MARKERS

A. Reflectorized Metal Object Markers: In accordance with Caltrans Standard Specification Section 82-5, Markers, for target plates and reflectors, and Caltrans Standard Plans A73A through A73C. Marker type shall be as shown on Plans.

B. Posts: Metal posts shall be in accordance with Caltrans Standard Specification Section 82-5.02C, Metal Posts, and Caltrans Standard Plan A73B.

C. Mounting Hardware: In accordance with Caltrans Standard Specification Section 82-5.02G, Hardware.

2.7 STREET SURVEY MONUMENTS

A. General: In accordance with Caltrans Standard Specification Section 78-2, Survey Monuments, except that the marker disk will not be furnished. Marker disk shall be 2-inch diameter solid brass with a 2-¾-inch shaft, "Lietz No. 525" or approved equal.
   1. Portland Cement Concrete: In accordance with Section 321318, Cement and Concrete for Exterior Improvements.

PART 3 - EXECUTION

3.1 REMOVAL OF TRAFFIC STRIPES, PAVEMENT MARKINGS AND PAVEMENT MARKERS

A. Where blast cleaning is used for the removal of painted traffic stripes and pavement markings, or for removal of objectionable material, remove the residue, including dust and water, immediately after contact with the surface being treated. Remove by a vacuum attachment operating concurrently with the blast cleaning operation.

B. Where grinding is used for the removal of thermoplastic traffic stripes and pavement markings, remove the residue by means of a vacuum attachment to the grinding machine. Do not allow the residue to flow across or be left on the pavement.

C. Where markings are to be removed by blast cleaning or by grinding, the removed area shall be approximately rectangular so that no imprint of the removed marking remains on the pavement.

D. Waste from removal of yellow painted traffic stripe may contain lead chromate. Residue produced when yellow paint is removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated. As such, when grinding or other methods approved by the Owner's Representative are used to remove yellow painted traffic stripes, the removed residue, including dust, shall be collected and contained immediately. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow painted traffic stripe to the Owner's Representative for approval not less than fifteen (15) days prior to the start of the removal operations. Removal operations shall not be started until the Owner's Representative has approved of the work plan.

E. Contractor will be responsible for repairing any damage to the pavement during removal of pavement markers. Damage to the pavement, resulting from removal of pavement markers, shall be considered as any depression more than 1/4-inch deep.

3.2 TEMPORARY PAVEMENT MARKERS

A. If permanent pavement markers cannot be installed immediately, and the street or road is to be placed in service, install short term, temporary pavement markers on the new pavement prior to opening the street or road to traffic.

B. Place markers, at a minimum, of 24 feet on centers, or as required by the governmental agency having jurisdiction, in the appropriate colors to delineate centerlines and travel lanes on multi-lane roadways.

3.3 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

A. Apply in conformance with the manufacturer's instructions and the applicable requirements Caltrans Standard Specification Section 84-2.03, Construction, and Caltrans Standard Plans A20A through A20D, and A24A through A24E.

3.4 PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

A. Apply in conformance with the manufacturer's instructions and the applicable requirements of Caltrans Standard Specification Section 84-3.03, 3.04 and 3.05 and Caltrans Standard Plans A20A through A20D, and A24A through A24F.

3.5 PAVEMENT MARKERS

A. Place in accordance with Caltrans Standard Specification Section 81-3.03, Construction.

B. Pavement recesses are not required. Markers shall be installed accurately to the line established by the Owner’s Representative. No markers shall be installed until the surface has been approved by the Owner’s Representative.

3.6 TRAFFIC CONTROL SIGNS

A. Install in accordance with Caltrans Standard Specification Sections 82-2.03 and 82-3.03, Caltrans Standard Plan RS1, the applicable requirements of the State of California Department of Transportation Maintenance Manual and the details shown on the Plans. The horizontal locations shown on Caltrans Standard Plan RS1 shall not be applicable, the horizontal location shall be as shown on the Plans.

B. Portland cement concrete for post foundations shall be of the configuration shown on the Plans.

C. After erection, damage to traffic sign faces shall be touched up or the sign replaced.

3.7 STREET NAME SIGNS

A. Install in accordance with the manufacturer’s instructions and as shown on the Plans.

B. Horizontal location shall be as shown on the Plans.

C. Portland cement concrete for post foundations shall be of the configuration shown on the Plans.

3.8 REFLECTORIZED OBJECT MARKERS.

A. Install in accordance with Caltrans Standard Specification Section 82-5.03, Construction, except that the metal marker posts shall not be driven in place without prior approval of the Owner’s Representative.

B. Install at locations shown on the Plans.

3.9 STREET SURVEY MONUMENTS

A. Install Survey Monuments in accordance with Caltrans Standard Specification Section 78-2.03, Construction and Caltrans Standard Plan A74, except that the marker disk will not be furnished. Exact point in marker to be determined by an accurate survey and placed by a California Licensed Land Surveyors in accordance with the Professional Land Surveyors' Act.

3.10 PROTECTION

A. Protect the newly installed traffic stripes and pavement markings from damage until the material has cured.

B. Replace any traffic stripes or pavement markings or markers that are broken, misaligned or otherwise disturbed prior to opening roadway to traffic.

3.11 RESTORATION OF EXISTING IMPROVEMENTS

A. Existing signs striping or other markings removed or damaged due to the installation of new facilities shall be replaced in kind.

B. Existing landscaping or planting removed, damaged or disturbed due to the installation of traffic control signs or street name signs shall be replaced in kind.

END OF SECTION 321723

SECTION 321726 - TACTILE WARNING SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Cast-in-place detectable warning tiles.
   2. Surface-applied detectable warning tiles.
   3. Detectable warning mats.
   4. Detectable warning unit pavers.

B. Related Requirements:
   1. Section 321313 "Concrete Pavement" for concrete walkways serving as substrates for tactile warning surfacing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Initial Selection: For each type of exposed finish requiring color selection.

C. Samples for Verification: For each type of tactile warning surface, in manufacturer's standard sizes unless otherwise indicated, showing edge condition, truncated-dome pattern, texture, color, and cross section; with fasteners and anchors.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For tactile warning surfacing, to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
   1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 PROJECT CONDITIONS

A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.

B. Weather Limitations for Adhesive Application:
   1. Apply adhesive only when ambient temperature is above 50 deg F (10 deg C) and when temperature has not been below 35 deg F (2 deg C) for 12 hours immediately before application. Do not apply when substrate is wet or contains excess moisture.

C. Weather Limitations for Mortar and Grout:
1. Cold-Weather Requirements: Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
2. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602. Provide artificial shade and windbreaks, and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and higher.
a. When ambient temperature exceeds 100 deg F (38 deg C), or when wind velocity exceeds 8 mph (13 km/h) and ambient temperature exceeds 90 deg F (32 deg C), set unit pavers within 1 minute of spreading setting-bed mortar.

1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of tactile warning surfaces that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
a. Deterioration of finishes beyond normal weathering and wear.
b. Separation or delamination of materials and components.
2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TACTILE WARNING SURFACING, GENERAL

A. Accessibility Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for tactile warning surfaces.
1. For tactile warning surfaces composed of multiple units, provide units that when installed provide consistent side-to-side and end-to-end dome spacing that complies with requirements.

B. Source Limitations: Obtain each type of tactile warning surfacing, joint material , setting material , anchor , and fastener from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

2.2 DETECTABLE WARNING TILES

A. Cast-in-Place Detectable Warning Tiles: Accessible truncated-dome detectable warning tiles configured for setting flush in new concrete walkway surfaces, with slip-resistant surface treatment on domes and field of tile.
1. ADA Solutions cast-in-place or approved equal
2. Material: Cast-fiber-reinforced polymer concrete tile.
3. Color: Safety yellow
4. Shapes and Sizes:
a. See plans.
5. Dome Spacing and Configuration: per the California Building Code.

6. Mounting:
   a. Permanently embedded detectable warning tile wet-set into freshly poured concrete.
   b. Detectable warning tile set into formed recess in concrete and adhered with mortar or adhesive.
   c. Replaceable detectable warning tile wet-set into freshly poured concrete and surface-fastened to permanently embedded anchors.

2.3 ACCESSORIES

A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of tactile warning surfaces, noncorrosive and compatible with each material joined, and complying with the following:
   1. Furnish Type 304 stainless-steel fasteners for exterior use.
   2. Fastener Heads: For nonstructural connections, use flathead or oval countersunk screws and bolts with tamper-resistant heads, colored to match tile.

B. Adhesive: As recommended by manufacturer for adhering tactile warning surfacing unit to pavement.

C. Sealant: As recommended by manufacturer for sealing perimeter of tactile warning surfacing unit.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions. Verify that installation of tactile warning surfacing will comply with accessibility requirements upon completion.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF TACTILE WARNING SURFACING

A. General: Prepare substrate and install tactile warning surfacing according to manufacturer's written instructions unless otherwise indicated.

B. Place tactile warning surfacing units in dimensions and orientation indicated. Comply with location requirements of AASHTO MP 12.

3.3 INSTALLATION OF DETECTABLE WARNING TILES

A. Cast-in-Place Detectable Warning Tiles:
   1. Concrete Paving Installation: Comply with installation requirements in Section 321313 "Concrete Paving." Mix, place, and finish concrete to conditions complying with detectable warning tile manufacturer's written requirements for satisfactory embedment of tile.
   2. Set each detectable warning tile accurately and firmly in place and completely seat tile back and embedment's in wet concrete by tamping or vibrating. If necessary, temporarily apply weight to tiles to ensure full contact with concrete.
   3. Set surface of tile flush with surrounding concrete and adjacent tiles, with variations between tiles and between concrete and tiles not exceeding plus or minus 1/8-inch (3 mm) from flush.
   4. Protect exposed surfaces of installed tiles from contact with wet concrete. Complete finishing of concrete paving surrounding tiles. Remove concrete from tile surfaces.
   5. Clean tiles using methods recommended in writing by manufacturer.

3.4 CLEANING AND PROTECTION

A. Remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in this Section. Remove in complete sections from joint to joint unless otherwise approved by Architect. Replace using tactile warning surfacing installation methods acceptable to Architect.

B. Protect tactile warning surfacing from damage and maintain free of stains, discoloration, dirt, and other foreign material.

END OF SECTION 321726

SECTION 321816.13 - PLAYGROUND PROTECTIVE SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Organic loose-fill surfacing.

1.3 DEFINITIONS

A. Definitions in ASTM F2223 apply to the work of this Section.
B. Critical Height: Standard measure of shock attenuation according to ASTM F2223; same as "critical fall height" in ASTM F1292. According to ASTM F1292, this approximates "the maximum fall height from which a life-threatening head injury would not be expected to occur."

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Samples for Verification: For each type of protective surfacing and exposed finish.

1. Loose-Fill Surfacing: Minimum 1 quart.
2. Drainage/Separation Geotextile: Minimum 12 by 12 inches.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and testing agency.
B. Material Certificates: For each type of loose-fill surfacing.
C. Field quality-control reports.
D. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For playground protective surfacing to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Loose Fill: Amount equal to 1 percent of amount installed, but no fewer than 3 units

1.8 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.9 WARRANTY

A. Special Warranty: Manufacturer and Installer agree to repair or replace components of protective surfacing that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Reduction in impact attenuation as measured by reduction of critical fall height.
b. Deterioration of protective surfacing and other materials beyond normal weathering.

2. Warranty Period: 180 days from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain protective surfacing materials, including loose-fill accessories, from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Play Area Standard: Shall comply with CBC 11B-1008.2.6 Ground Surfaces.
B. Accessibility Standard: Minimum surfacing performance according to ASTM F1951.
C. Impact Attenuation: Critical fall height tested according to ASTM F1292.

2.3 ORGANIC LOOSE-FILL SURFACING

A. Engineered Wood Fiber: ASTM F2075; containing no bark, leaves, twigs, or foreign or toxic materials; tested for accessibility according to ASTM F1951.

1. Critical Height: As indicated on Drawings.
2. Uncompressed Material Depth: Not less than as required for critical height indicated.

2.4 GEOSYNTHETIC ACCESSORIES

A. Drainage/Separation Geotextile: Nonwoven, needle-punched geotextile, manufactured for drainage applications and made from polyolefins or polyesters; with the following minimum properties:

1. Weight: 4 oz./sq. yd.; ASTM D5261.
2. Water Flow Rate: 100 gpm/sq. ft. according to ASTM D4491.

2.5 GEOSYNTHETIC ACCESSORIES

A. Drainage/Separation Geotextile: Nonwoven, needle-punched geotextile, manufactured for drainage applications and made from polyolefins or polyesters; with the following minimum properties:

1. Weight: 4 oz./sq. yd.; ASTM D5261.
2. Water Flow Rate: 100 gpm/sq. ft. according to ASTM D4491.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for subgrade elevations, slope, and drainage and for other conditions affecting performance of the Work.

1. Verify that substrates are sound and without high spots, ridges, holes, and depressions.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates to receive surfacing products according to protective surfacing manufacturer's written instructions.

3.3 INSTALLATION OF GEOSYNTHETIC ACCESSORIES

A. Install geosynthetic accessories before edging and according to playground surface system manufacturer's and geosynthetic manufacturer's written instructions and in a manner that cannot become a tripping hazard.

1. Drainage/Separation Geotextile: Completely cover area beneath protective surfacing, overlapping geotextile sides and edges a minimum of 8 inches with overlapping loosely laid seams.

3.4 INSTALLATION OF LOOSE-FILL SURFACING

A. Apply components of loose-fill surfacing according to manufacturer's written instructions to produce a uniform surface.
B. Loose Fill: Place loose-fill materials to required depth after installation of playground equipment support posts and foundations. Include manufacturer's recommended amount of additional material to offset mechanical compaction.
C. Grading: Uniformly grade loose-fill to an even surface free from irregularities.
D. Compaction: After initial grading, mechanically compact loose fill in two (2) lifts before finish grading.
E. Finish Grading: Hand rake to a uniformly smooth finished surface and to required elevations.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests.
B. Perform the following tests with the assistance of a factory-authorized service representative:

    1. Perform "Installed Surface Performance Test" according to ASTM F1292 for each protective surfacing type and thickness in each playground area.
    2. Perform installed-surface-performance tests at no less than one series of tests for each 500 sq. ft. of each type and thickness of in-place protective surfacing or part thereof.

C. Playground protective surfacing will be considered defective if it does not pass tests.
D. Prepare test reports.

END OF SECTION 32 1816.13

SECTION 323113 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Chain-link fences.
2. Swing gates.

B. Related Requirements:

1. Section 033000 "Cast-in-Place Concrete" for cast-in-place concrete post footings.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Inspect and discuss electrical roughing-in, equipment bases, and other preparatory work specified elsewhere.
2. Review sequence of operation for each type of gate operator.
3. Review coordination of interlocked equipment specified in this Section and elsewhere.
4. Review required testing, inspecting, and certifying procedures.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:

a. Fence and gate posts, rails, and fittings.
b. Chain-link fabric, reinforcements, and attachments.
c. Gates and hardware.

B. Shop Drawings: For each type of fence and gate assembly.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include accessories, hardware, gate operation, and operational clearances.

C. Samples for Initial Selection: For each type of factory-applied finish.

D. Samples for Verification: For each type of component with factory-applied finish, prepared on Samples of size indicated below:

1. Polymer-Coated Components: In 6-inch lengths for components and on full-sized units for accessories.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For factory-authorized service representative.

B. Product Certificates: For each type of chain-link fence and gate.

C. Product Test Reports: For framework strength according to ASTM F1043, for tests performed by manufacturer and witnessed by a qualified testing agency.

D. Field quality-control reports.

E. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For gate operators to include in emergency, operation, and maintenance manuals.

1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing fence grounding; member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.9 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure to comply with performance requirements.
b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE/SEI 7.

B. Lightning Protection System: Maximum resistance-to-ground value of 25 ohms at each grounding location along fence under normal dry conditions.

2.2 CHAIN-LINK FENCE FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:

1. Fabric Height: As indicated on Drawings.
2. Steel Wire for Fabric: Wire diameter of 9 gauge.
    a. Mesh Size: 2 inches.
    b. Zinc-Coated Fabric: ASTM A392, Type II, Class 2, 2.0 oz./sq. ft. with zinc coating applied after weaving.
    c. Coat selvage ends of metallic-coated fabric before the weaving process with manufacturer's standard clear protective coating.
3. Selvage: Knuckled at both selvages.

2.3 FENCE FRAMEWORK

A. Posts and Rails: ASTM F1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F1043 or ASTM F1083 based on the following:

1. Fence Height: As indicated on Drawings.
2. Light-Industrial-Strength Material: Group IC-L, round steel pipe, electric-resistance-welded pipe.
    a. Line Post: 2.5 inches in diameter.
    b. End, Corner, and Pull Posts: 4.0 inches in diameter.
3. Horizontal Framework Members: Intermediate, top and bottom rails according to ASTM F1043.
    a. Top and Bottom Rail: 1.625 inches in diameter.
4. Brace Rails: ASTM F1043.

2.4 TENSION WIRE

A. Metallic-Coated Steel Wire: 0.177-inch- diameter, marcelled tension wire according to ASTM A817 or ASTM A824, with the following metallic coating:
   1. Type II: Zinc coated (galvanized) by hot-dip process, with the following minimum coating weight:

      a. Class 3: Not less than 0.8 oz./sq. ft. of uncoated wire surface.
      b. Class 4: Not less than 1.2 oz./sq. ft. of uncoated wire surface.
      c. Class 5: Not less than 2 oz./sq. ft. of uncoated wire surface.
      d. Matching chain-link fabric coating weight.

2.5 SWING GATES

A. General: ASTM F900 for gate posts and single and double swing gate types.

   1. Gate Leaf Width: As indicated.
   2. Framework Member Sizes and Strength: Based on gate fabric height as indicated.

B. Pipe and Tubing:

   1. Zinc-Coated Steel: ASTM F1043 and ASTM F1083; protective coating and finish to match fence framework.
   2. Gate Posts: Round tubular steel.
   3. Gate Frames and Bracing: Round tubular steel.

C. Frame Corner Construction: Welded or assembled with corner fittings.

D. Hardware:

   1. Hinges: 360-degree inward and outward swing.
   2. Latch: Permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.
   3. Lock: Manufacturer's standard.
   4. Padlock and Chain: Owner Supplied.
   5. Closer: Manufacturer's standard

2.6 FITTINGS

A. Provide fittings according to ASTM F626.

B. Post Caps: Provide for each post.

   1. Provide line post caps with loop to receive tension wire or top rail.

C. Rail and Brace Ends: For each gate, corner, pull, and end post.

D. Rail Fittings: Provide the following:

   1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
   2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails to posts.

E. Tension and Brace Bands: Pressed steel.

F. Tension Bars: Steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.

H. Tie Wires, Clips, and Fasteners: According to ASTM F626.

1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, according to the following:

a. Hot-Dip Galvanized Steel: 0.148-inch diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.

I. Finish:

1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. of zinc.

a. Polymer coating over metallic coating.

2.7 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

2.8 GROUNDING MATERIALS

A. Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

B. Connectors and Grounding Rods: Listed and labeled for complying with UL 467.

1. Connectors for Below-Grade Use: Exothermic welded type.
2. Grounding Rods: Copper-clad steel, 5/8 by 96 inches.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for a certified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 CHAIN-LINK FENCE INSTALLATION

A. Install chain-link fencing according to ASTM F567 and more stringent requirements specified.

1. Install fencing on established boundary lines inside property line.

B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

a. Exposed Concrete: Extend 2 inches above grade; shape and smooth to shed water.
b. Concealed Concrete: Place top of concrete as indicated on Drawings to allow covering with surface material.
c. Posts Set into Sleeves in Concrete: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.
d. Posts Set into Holes in Concrete: Form or core drill holes not less than 5 inches deep and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.

D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more. For runs exceeding 500 feet, space pull posts an equal distance between corner or end posts.

E. Line Posts: Space line posts uniformly at 10 feet o.c.

F. Post Bracing and Intermediate Rails: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.

1. Locate horizontal braces at midheight of fabric 72 inches or higher, on fences with top rail, and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

G. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:

1. Extended along top and bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.

H. Top Rail: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

I. Intermediate and Bottom Rails: Secure to posts with fittings.

J. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

K. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts, with tension bands spaced not more than 15 inches o.c.

L. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric according to ASTM F626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.

M. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.4 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation.

3.5 GROUNDING AND BONDING

A. Fence and Gate Grounding:

1. Ground for fence and fence posts shall be a separate system from ground for gate and gate posts.
2. Install ground rods and connections at maximum intervals of 1500 feet.
3. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet.
4. Ground fence on each side of gates and other fence openings.

    a. Bond metal gates to gate posts.
    b. Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches below finished grade.

B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a ground rod located a maximum distance of 150 feet on each side of crossing.

C. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at grounding location.

1. Make grounding connections to each barbed wire strand with wire-to-wire connectors designed for this purpose.
2. Make grounding connections to each barbed tape coil with connectors designed for this purpose.

D. Connections:

1. Make connections with clean, bare metal at points of contact.
2. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
3. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
4. Make above-grade ground connections with mechanical fasteners.
5. Make below-grade ground connections with exothermic welds.
6. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

E. Bonding to Lightning Protection System: Ground fence and bond fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor according to NFPA 780.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests.

B. Prepare test reports.

3.7 ADJUSTING

A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

3.8 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain chain-link fences and gates.

END OF SECTION 323113

SECTION 323300 - SITE FURNISHINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Drinking Fountain.
2. Benches.
3. Trash receptacles.
4. Bicycle racks.
5. Picnic tables.
6. Barbecue equipment.
7. Sports equipment.
8. Bollards.

B. Related Requirements:

1. Section 033000 "Cast-in-Place Concrete" for installing pipe sleeves cast, installing anchor bolts cast and formed voids in concrete footings.
2. Section 312000 "Earth Moving" for excavation for installing concrete footings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Verification: For each type of exposed finish, not less than 6-inch-long linear components and 4-inch- square sheet components.

C. Product Schedule: For site furnishings, See Sheet L1.0 to L1.3.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For site furnishings manufactured with preservative-treated wood.

1. Indicate type of preservative used and net amount of preservative retained.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For site furnishings to be included in maintenance manuals.

PART 2 - PRODUCTS

2.1 DRINKING FOUNTAIN

A. Most Dependable Fountains - 10135SM or approved equal.

1. Finish/Color: Factory powder-coated 'Blue' color.
2. Installation Method: Internal surface mount.
3. Pedestal to be one piece weld construction with 3/16" wall thickness.
4. Bowl to be 18-gauge electro-polished stainless steel.
5. Push bar to be 304 stainless-steel.
6. Water supply line to be braid-reinforced PVC, supplied with a stainless-steel strainer
7. Water filter included.

2.2 BENCH SEATING

A. Belson Boulevard 5ft. backless wood bench #BB-5-W or approved equal.

1. Finish/Color: See Drawings.
2. Wood slats to be white oak with UV-resistant and sealing clear low-gloss finish.
3. Frame to be 2" x 2" sq. tube steel with .095 wall thickness and powder-coated finish.
4. Installation Method: Secured to sidewalk or concrete footing.

B. Belson Capitol style wood bench #CGLF-80-W or approved equal.

1. Finish/Color: See Drawings.
2. Wood slats to be white oak with UV-resistant and sealing clear low-gloss finish.
3. Frame to be 1-1/2" dia. tube steel with .095 wall thickness and powder-coated finish.
4. Installation Method: Secured to sidewalk or concrete footing.

2.3 TRASH RECEPTACLES (TO BE PAIRED WITH TRASH & RECYCLING RECEPTACLES)

A. Belson Township trash 32-gallon trash receptacle #TTR-DT-W with dome top lid or approved equal.

1. Finish/Color: See Drawings.
2. Wood slats to be white oak with UV-resistant and sealing clear low-gloss finish.
3. Frame to be powder-coated aluminum.
4. Installation Method: Surface mount.

2.4 PICNIC TABLES

A. Belson Park Master picnic table #PMB-6WA or approved equal.

1. Finish/Color: See Drawings.
2. Frame: legs to be fully welded 2-3/8" O.D. 13-ga. galvanized steel tubing, with 1-1/4" O.D. 14-ga. brace tubing, powder-coat finish.
3. Top angles: 1/10" thick (12 ga.) galvanized steel plate.
4. Seat brackets: 1/10" thick (12 ga.) galvanized steel plate.

5. Wood planks to be pressure treated southern yellow pine or redwood, treated with copper-based preservative.
6. All hardware to be zinc plated.
7. Installation Method: Surface mount.

B. Belson Park Master universal access ADA picnic table #PMB-HWA or approved equal.

1. Finish/Color: See Drawings.
2. Frame: legs to be fully welded 2-3/8" O.D. 13-ga. galvanized steel tubing, with 1-1/4" O.D. 14-ga. brace tubing, powder-coat finish.
3. Top angles: 1/10" thick (12 ga.) galvanized steel plate.
4. Seat brackets: 1/10" thick (12 ga.) galvanized steel plate.
5. Wood planks to be pressure treated southern yellow pine or redwood, treated with copper-based preservative.
6. All hardware to be zinc plated.
7. Installation Method: Surface mount.

2.5 BARBECUE EQUIPMENT

A. Pilot Rock – Group barbecue grill #Q3-2460 B16 or approved equal.

1. Color/finish: High heat black enamel.
2. Installation Method: Direct embedment mount.
3. Hot-dip galvanized finish shall conform to ASTM A123 specification, with an average coating of 2.0 oz. per square foot.
4. Firebox to be constructed of 3/16" rib reinforced steel plate.
5. Cooking grate to be 5/8" perimeter bars with 1/2" diameter grate bars, welded on both sides, with supporting steel brace along the front edge of the grate.
6. Base post to be 6" outside diameter steel pipe.

B. Pilot Rock – Hot coal bin #HCB/B-1 or approved equal.

1. Finish/Color: High heat black enamel.
2. Installation method: Surface mount.
3. Heavy-duty 14-gauge die-formed steel panels per ASTM A569 and ASTM A36 standards.
4. Grate shall be constructed with min. 1/2 " diameter steel rods per ASTM A569.
5. Finish to be heat-resistant, scratch-resistant and non-toxic silicone-based enamel paint. Paint to conform to ASTM D3359 adhesion standard, ASTM D523 gloss standards, and ASTM D2485 in resistance to high temperatures.
6. Liner to be hot-dip galvanized steel can.

2.6 SPORTS EQUIPMENT

A. Baseball equipment.

1. LA Steelcraft – Backstop #LA-1244T or approved equal.

a. All pipe and fittings galvanized steel. All posts to be capped with zinc-plated end caps.
b. Posts and rails pipe sizes (outside diameter):

1) Vertical posts: 2-7/8”
2) Horizontal rails: 1-5/8”
3) Top hood rails: 1-7/8”
4) Hood angle posts: 2-3/8”

c. Installation method: Per Drawings.

2. LA Steelcraft – Major league baseball home plate with anchor #LA-310-SHP or approved equal.

a. Hard molded vulcanized rubber with black beveled edges, UV-resistant and weatherproof, with solid wood inner core.
b. Installation method: Per Manufacturer’s installation guide.

3. LA Steelcraft – Plugs for ground anchors #LA-230-SP or approved equal.

a. Molded plastic 1” plugs with domed caps.
b. Installation method: Per Manufacturer’s installation guide.

4. LA Steelcraft – Major league baseball set of 3 bases #LA-175-MLB or approved equal.

a. Heavy gauge UV-resistant and weatherproof polyurethane or PVC rubber cover with high-density polyurethane foam interior and all welded stainless steel stanchion pan. Rubber surface with texture added for grip and traction.
b. Installation method: Per Manufacturer’s installation guide.

5. LA Steelcraft – Major league baseball 4-way pitching rubber #LA-450-C1 or approved equal.

a. Dense vulcanized rubber UV-resistant and weatherproof, with solid wood or composite inner core. Rubber surface with texture added for grip and traction.
b. Installation method: Per Manufacturer’s installation guide.

B. Tennis/Pickleball equipment.

1. LA Steelcraft Tennis Assembly #LA-CTR-3 Post and #LA-53LS Net or approved equal.

a. Post to be two (2) 3” O.D. round steel tubing 58” long posts with cap. Each post to be equipped with steel, vinyl coated lacing rods for net lacing. Posts to be coated inside and out with a tough backed-on vinyl finish. Net tightener to be internal, heavy duty, no-coil self-locking steel worm gear mechanism completely enclosed within the post and concealed by the cap. Post cap to be heavy duty cast aluminum finished with same vinyl coating as posts. Handle to be removable, 4-1/2” long brass with 7/16” square shaft, secured with a stainless-steel screw. Center tie-down anchor tobe 1-1/2” O.D. tube x 8” long with 3/16: welded cross pin. The anchor be set in concrete, flush with court.
b. Tennis net to be 42’ long x 42” high, heavy duty braided black poly cord with a breaking strength more than 200 lbs. and a mesh size of 1-3/4”. Top binding to be heavy 42 oz. white Naugahyde. End and bottom to be 18 oz. vinyl-coated nylon, Dowels to be included. Top cable to be coated 5/32” diameter and 47’ long.
c. Installation method: Direct embedment mount.

2. First Team – Sentry Tennis/Pickleball post system #A60-648 or approved equal.

   a. Posts to be two (2) Sch.40 Aluminum posts 3-1/2" O.D., min. 1/4" thickness, with 3.6" inside dia. 36" long PVC sleeves to fit. Posts capped with 2" zinc-plated pully for net cable. Adjustable post collar for net height adjustment to 36" and 42". Cable vinyl-coated, post to be powder-coated.
   b. Pickleball/Tennis to be 42" long x 21'6 high" heavy duty black polypropylene 3-mm woven with 32oz. headband with vinyl side and bottom tapes.
   c. Installation method: Direct embedment mount.

C. Basketball equipment.

1. LA Steelcraft – Basketball goal assembly #LA-12C34 or approved equal.

   a. Post to be 3-1/2" O.D. galvanized steel, with diagonal 1" O.D. galvanized steel braces mounted between post and backboard. All welds to be ground smooth and treated with cold-galvanizing compound.
   b. Installation method: Per Drawings.

2. LA Steelcraft – Basketball backboard #LA-11

   a. One-piece cast aluminum alloy min. 3/16" thick with perimeter flange and reinforcing ribs. Edges smooth and rounded. Powder-coated semi-gloss or gloss finish.
   b. Installation method: Per Manufacturer's installation guide.

2.7 BOLLARDS

A. Post Guard – Removable bollard #RMB436SS RMB4x12 or approved equal.

1. 4-1/2" O.D. #304 Schedule 40 stainless steel bollard, with dome top and embedment sleeve with hinged lid.
2. Installation method: Direct embedment mount.

2.8 MATERIALS

A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; free of surface blemishes and complying with the following:

1. Rolled or Cold-Finished Bars, Rods, and Wire: ASTM B211 (ASTM B211M).
2. Extruded Bars, Rods, Wire, Profiles, and Tubes: ASTM B221 (ASTM B221M).
3. Structural Pipe and Tube: ASTM B429/B429M.
4. Sheet and Plate: ASTM B209 (ASTM B209M).
5. Castings: ASTM B26/B26M.

B. Steel and Iron: Free of surface blemishes and complying with the following:

1. Plates, Shapes, and Bars: ASTM A36/A36M.

2. Steel Pipe: Standard-weight steel pipe complying with ASTM A53/A53M, or electric-resistance-welded pipe complying with ASTM A135/A135M.
3. Tubing: Cold-formed steel tubing complying with ASTM A500/A500M.
4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A513/A513M, or steel tubing fabricated from steel complying with ASTM A1011/A1011M and complying with dimensional tolerances in ASTM A500/A500M; zinc coated internally and externally.
5. Sheet: Commercial steel sheet complying with ASTM A1011/A1011M.
6. Perforated Metal: From steel sheet not less than 0.120-inch nominal thickness; manufacturer's standard perforation pattern.
7. Expanded Metal: Carbon-steel sheets deburred after expansion, and complying with ASTM F1267.
8. Malleable-Iron Castings: ASTM A47/A47M, grade as recommended by fabricator for type of use intended.
9. Gray-Iron Castings: ASTM A48/A48M, Class 200.

C. Stainless Steel: Free of surface blemishes and complying with the following:

1. Sheet, Strip, Plate, and Flat Bars: ASTM A240/A240M or ASTM A666.
2. Pipe: Schedule 40 steel pipe complying with ASTM A312/A312M.
3. Tubing: ASTM A554.

D. Wood: Surfaced smooth on four sides with eased edges; kiln dried, free of knots, solid stock of species indicated.

E. Fiberglass: Multiple laminations of glass-fiber-reinforced polyester resin with UV-light stable, colorfast, nonfading, weather- and stain-resistant, colored polyester gel coat, and with manufacturer's standard finish.

F. Plastic: Color impregnated, color and UV-light stabilized, and mold resistant.

G. Anchors, Fasteners, Fittings, and Hardware: City approved anchors

H. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M; recommended in writing by manufacturer, for exterior applications.

I. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound; resistant to erosion from water exposure without needing protection by a sealer or waterproof coating; recommended in writing by manufacturer, for exterior applications.

J. Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:

1. Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent zinc pigmented coating, not less than 0.3 mil thick.
2. Hot-Dip Galvanizing: According to ASTM A123/A123M, ASTM A153/A153M, or ASTM A924/A924M.

2.9 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment: Pressure-treat wood according to AWPA U1, Use Category UC3b, and the following:

1. Use preservative chemicals acceptable to authorities having jurisdiction and containing no arsenic or chromium. Use chemical formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
2. Kiln-dry lumber and plywood after treatment to a maximum moisture content, respectively, of 19 and 15 percent. Do not use materials that are warped or do not comply with requirements for untreated materials.

2.10 FABRICATION

A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.

B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended, so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.

C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.

D. Preservative-Treated Wood Components: Complete fabrication of treated items before treatment if possible. If cut after treatment, apply field treatment complying with AWPA M4 to cut surfaces.

E. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.

F. Factory Assembly: Factory assemble components to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

2.11 GENERAL FINISH REQUIREMENTS

A. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.12 ALUMINUM FINISHES

A. Powder-Coat Finish: Manufacturer's standard polyester powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

2.13 STEEL AND GALVANIZED-STEEL FINISHES

A. Powder-Coat Finish: Manufacturer's standard polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

B. PVC Finish: Manufacturer's standard, UV-light stabilized, mold-resistant, slip-resistant, matte-textured, dipped or sprayed-on, PVC-plastisol finish, with flame retardant added; complying with coating manufacturer's written instructions for pretreatment, application, and minimum dry film thickness.

2.14 IRON FINISHES

A. Powder-Coat Finish: Manufacturer's standard polyester powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

2.15 STAINLESS STEEL FINISHES

A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.

1. Run directional finishes with long dimension of each piece.
2. Directional Satin Finish: ASTM A480/A480M, No 4.
3. Dull Satin Finish: ASTM A480/A480M, No. 6.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.

B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.

C. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.

D. Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.

E. Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site furnishings and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

F. Pipe Sleeves: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or [anchoring cement], mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

END OF SECTION 323300

SECTION 328400 – PLANTING IRRIGATION

PART 1 - PLANTING IRRIGATION

1.1 SUMMARY

A. Section Includes:

1. Pipes, tubes, and fittings.
2. Manual valves.
3. Automatic control valves.
4. Transition fittings.
5. Miscellaneous piping specialties.
6. Quick couplers.
7. Drip irrigation specialties.
8. Controllers.
9. Boxes for automatic control valves.

1.2 DEFINITIONS

A. Circuit Piping: Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.
B. Drain Piping: Downstream from circuit-piping drain valves. Piping is not under pressure.
C. ET Controllers: EvapoTranspiration Controllers. Irrigation controllers, which use some method of weather-based adjustment of irrigation. These adjusting methods include use of historical monthly averages of ET, broadcasting of ET measurements, or use of on-site sensors to track ET.
D. Main Piping: Downstream from point of connection to water distribution piping to, and including, control valves. Piping is under water-distribution-system pressure.
E. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Pipes, tubes, and fittings.
2. Manual valves.
3. Automatic control valves.
4. Transition fittings.
5. Miscellaneous piping specialties.
6. Quick couplers.
7. Drip irrigation specialties.
8. Controllers.
9. Boxes for automatic control valves.
10. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Zoning Chart: Indicate each irrigation zone and its control valve.
B. Controller Timing Schedule: Indicate timing settings for each automatic controller zone.
C. Field Quality-Control Submittals:
D. Field quality-control reports.
E. Qualification Statements: For Installer.
F. Delegated design engineer qualifications.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For sprinklers, controllers and automatic control valves to include in operation and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Extra Stock Material: Furnish extra materials to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Drip-Tube System Tubing: Equal to 5 percent of total length installed for each type and size indicated, but not less than 100 ft.

B. Schedule of maintenance material items.

1.7 QUALITY ASSURANCE

A. Qualifications:

1. Installers: Entity that employs a Certified Irrigation Designer - Landscape qualified by the Irrigation Association.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and entrance of dirt, debris, and moisture.
B. Store plastic piping protected from direct sunlight. Support piping to prevent sagging and bending.

1.9 FIELD CONDITIONS

A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:

1. Notify Owner no fewer than two days in advance of proposed interruption of water service.
2. Do not proceed with interruption of water service without Owner's written permission.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Irrigation Zone Control: Automatic operation with controller and automatic control valves.
B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions, such as signs and light standards. Maintain 100 percent irrigation coverage of areas indicated.
C. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties unless otherwise indicated:

1. Irrigation Main Piping: 200 psig.
2. Circuit Piping: 150 psig.

2.2 PIPES, TUBES, AND FITTINGS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.
B. PVC Pipe: ASTM D1785, PVC 1120 compound, Schedules 40 and 80.

1. PVC Socket Fittings: ASTM D2466, Schedules 40 and 80.
2. PVC Threaded Fittings: ASTM D2464, Schedule 80.
3. PVC Socket Unions: Construction similar to that of MSS SP-107, except both headpiece and tailpiece shall be PVC with socket ends.

C. PVC Pipe, Pressure Rated: ASTM D2241, PVC 1120 compound, SDR 21 and SDR 26.

1. PVC Socket Fittings: ASTM D2467, Schedule 80.
2. PVC Socket Unions: Construction similar to that of MSS SP-107, except both headpiece and tailpiece shall be PVC with socket or threaded ends.

2.3 PIPING JOINING MATERIALS

A. Solvent Cements for Joining PVC Piping: ASTM D2564. Include primer in accordance with ASTM F656.
B. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

2.4 MANUAL VALVES

A. Brass Ball Valves:

1. Description:

a. Standard: MSS SP-110.
b. SWP Rating: 150 psig.
c. CWP Rating: 600 psig.
d. Body Design: Two piece.
e. Body Material: Forged brass.
f. Ends: Threaded or solder joint if indicated.
g. Seats: PTFE or TFE.

h. Stem: Brass.
i. Ball: Chrome-plated brass.
j. Port: Full or regular but not reduced.

B. Bronze Gate Valves:

1. Description:

a. Standard: MSS SP-80, Type 2.
b. Class: 125.
c. CWP Rating: 200 psig.
d. Body Material: ASTM B62 bronze with integral seat and screw-in bonnet.
e. Ends: Threaded or solder joint.
f. Stem: Bronze, nonrising.
g. Disc: Solid wedge; bronze.
h. Packing: Asbestos free.
i. Handwheel: Malleable iron, bronze, or aluminum.

2.5 PRESSURE-REDUCING VALVES

A. Water Regulators:

1. Description:

a. Standard: ASSE 1003.
b. Body Material: Bronze for NPS 2 and smaller; cast iron with interior lining complying with AWWA C550 or that is FDA approved for NPS 2-1/2 and NPS 3.
c. Pressure Rating: Initial pressure of 150 psig.
d. End Connections: Threaded for NPS 2 and smaller; flanged for NPS 2-1/2 and NPS 3.

2.6 AUTOMATIC CONTROL VALVES

A. Brass, Automatic Control Valves:

1. Description: Cast-bronze body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24 V ac solenoid.

B. Plastic, Automatic Control Valves:

1. Description: Molded-plastic body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24 V ac solenoid.

2.7 AUTOMATIC DRAIN VALVES

A. Description: Spring-loaded-ball type of corrosion-resistant construction and designed to open for drainage if line pressure drops below 2-1/2 to 3 psig.

2.8 TRANSITION FITTINGS

A. General Requirements: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
B. Transition Couplings:

1. Description: AWWA C219, metal sleeve-type coupling for underground pressure piping.

C. Plastic-to-Metal Transition Fittings:

1. Description: PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert and one solvent-cement-socket or threaded end.

D. Plastic-to-Metal Transition Unions:

1. Description: MSS SP-107, PVC four-part union. Include one brass or stainless-steel threaded end, one solvent-cement-joint or threaded plastic end, rubber O-ring, and union nut.

2.9 MISCELLANEOUS PIPING SPECIALTIES

A. Water Hammer Arresters: ASSE 1010 or PDI WH 201, with bellows or piston-type pressurized cushioning chamber and in sizes complying with PDI WH 201, Sizes A to F.

2.10 QUICK COUPLERS

A. Description: Factory-fabricated, bronze or brass, two-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.

1. Locking-Top Option: Vandal-resistant locking feature. Include two matching key(s).

2.11 DRIP IRRIGATION SPECIALTIES

A. Drip Tubes with Direct-Attached Emitters:

1. Tubing: Flexible PE or PVC with plugged end.
2. Emitters: Devices to deliver water at approximately 20 psig.

a. Body Material: PE or vinyl, with flow control.
b. Mounting: Inserted into tubing at set intervals.

B. Application Pressure Regulators: Brass housing, NPS 3/4, with corrosion-resistant internal parts; capable of controlling outlet pressure to approximately 20 psig.
C. Filter Units: Brass or plastic housing, with corrosion-resistant internal parts; of size and capacity required for devices downstream from unit.
D. Air Relief Valves: Brass or plastic housing, with corrosion-resistant internal parts.
E. Vacuum Relief Valves: Brass or plastic housing, with corrosion-resistant internal parts.

2.12 CONTROLLERS

A. Description:

1. Controller Stations for Automatic Control Valves: Each station is variable from approximately 5 to 60 minutes. Include switch for manual or automatic operation of each station.
2. Exterior Control Enclosures: NEMA 250, Type 4, weatherproof, with locking cover and two matching keys; include provision for grounding.

    a. Body Material: Stainless steel sheet metal.
    b. Mounting: Surface type for wall.

3. Control Transformer: 24 V secondary, with primary fuse.
4. Timing Device: Adjustable, 24-hour, 14-day clock, with automatic operations to skip operation any day in timer period, to operate every other day, or to operate two or more times daily.

    a. Manual or Semiautomatic Operation: Allows this mode without disturbing preset automatic operation.
    b. Nickel-Cadmium Battery and Trickle Charger: Automatically powers timing device during power outages.
    c. Surge Protection: Metal-oxide-varistor type on each station and primary power.

5. Moisture Sensor: Adjustable from one to seven days, to shut off water flow during rain.
6. Smart Controllers: Use ET, tested in accordance with IA SWAT Climatological Based Controllers 8th Draft Testing Protocol and compliant with ASHRAE 189.1.
7. Wiring: UL 493, Type UF multiconductor, with solid-copper conductors; insulated cable; suitable for direct burial.

    a. Feeder-Circuit Cables: No. 12 AWG minimum, between building and controllers.
    b. Low-Voltage, Branch-Circuit Cables: No. 14 AWG minimum, between controllers and automatic control valves; color-coded different from feeder-circuit-cable jacket color; with jackets of different colors for multiple-cable installation in same trench.
    c. Splicing Materials: Manufacturer's packaged kit consisting of insulating, spring-type connector or crimped joint and epoxy resin moisture seal; suitable for direct burial.

2.13 BOXES FOR AUTOMATIC CONTROL VALVES

A. Plastic Boxes:

1. Description: Box and cover, with open bottom and openings for piping; designed for installing flush with grade.

    a. Size: As required for valves and service.
    b. Shape: Round, Square or Rectangular.
    c. Sidewall Material: PE, ABS, or FRP.
    d. Cover Material: PE, ABS, or FRP.
        1) Lettering: "VALVE BOX (VB) and VALVE NUMBER, GATE VALVE (GV), and QUICK COUPER (QC)."

B. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4 inch minimum to 3 inches maximum.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Section 31 2000 "Earth Moving."
B. Install warning tape directly above pressure piping, 12 inches below finished grades, except 6 inches below subgrade under pavement and slabs.
C. Drain Pockets: Excavate to sizes indicated. Backfill with cleaned gravel or crushed stone, graded from 3/4 to 3 inches to 12 inches below grade. Cover gravel or crushed stone with sheet of asphalt-saturated felt and backfill remainder with excavated material.
D. Provide minimum cover over top of underground piping according to the following:

1. Irrigation Main Piping: Minimum depth of 18 inches below finished grade, or not less than 18 inches below average local frost depth, whichever is deeper.
2. Circuit Piping: 18 inches.
3. Drain Piping: 12 inches.
4. Sleeves: Minimum 18 inches under hardscape.

3.2 PREPARATION

A. Set stakes to identify locations of proposed irrigation system. Obtain Architect's approval before excavation.

3.3 INSTALLATION OF PIPING

A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.
B. Install piping at minimum uniform slope of 0.5 percent down toward drain valves.
C. Install piping free of sags and bends.
D. Install groups of pipes parallel to each other, spaced to permit valve servicing.
E. Install fittings for changes in direction and branch connections.
F. Install unions adjacent to valves and to final connections to other components with NPS 2 or smaller pipe connection.
G. Install flanges adjacent to valves and to final connections to other components with NPS 2-1/2 or larger pipe connection.
H. Install expansion loops in control-valve boxes for plastic piping.
I. Lay piping on solid subbase, uniformly sloped without humps or depressions.
J. Install PVC piping in dry weather when temperature is above 40 deg F. Allow joints to cure at least 24 hours at temperatures above 40 deg F before testing.
K. Install water regulators with shutoff valve and strainer on inlet and pressure gage on outlet. Install shutoff valve on outlet. Install aboveground or in control-valve boxes.
L. Water Hammer Arresters: Install between connection to building main and circuit valves aboveground or in control-valve boxes.
M. Install piping in sleeves under parking lots, roadways, and sidewalks.
N. Install sleeves made of Schedule 40, PVC pipe and socket fittings, and solvent-cemented joints.
O. Install transition fittings for plastic-to-metal pipe connections according to the following:

1. Underground Piping:

    a. NPS 1-1/2 and Smaller: Plastic-to-metal transition fittings.
    b. NPS 2 and Larger: AWWA transition couplings.

2. Aboveground Piping:

    a. NPS 2 and Smaller: Plastic-to-metal transition fittings and unions.
    b. NPS 2 and Larger: Use dielectric flange kits with one plastic flange.

3.4 JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
C. Threaded Joints: Thread pipe with tapered pipe threads in accordance with ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

    1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
    2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

D. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings in accordance with the following:

    1. Comply with ASTM F402 for safe-handling practice of cleaners, primers, and solvent cements.
    2. PVC Pressure Piping: Join schedule number, ASTM D1785, PVC pipe and PVC socket fittings in accordance with ASTM D2672. Join other-than-schedule-number PVC pipe and socket fittings in accordance with ASTM D2855.
    3. PVC Nonpressure Piping: Join in accordance with ASTM D2855.

3.5 INSTALLATION OF VALVES

A. Underground Curb Valves: Install in curb-valve casings with tops flush with grade.
B. Underground Iron Gate Valves, Resilient Seat: Comply with AWWA C600 and AWWA M44. Install in valve casing with top flush with grade.

    1. Install valves and PVC pipe with restrained, gasketed joints.

C. Aboveground Valves: Install as components of connected piping system.
D. Pressure-Reducing Valves: Install in boxes for automatic control valves or aboveground between shutoff valves.
E. Throttling Valves: Install in underground piping in boxes for automatic control valves.
F. Drain Valves: Install in underground piping in boxes for automatic control valves.

3.6 INSTALLATION OF DRIP IRRIGATION SPECIALTIES

A. Install freestanding emitters on pipe riser to mounting height indicated.
B. Install manifold emitter systems with tubing to emitters. Plug unused manifold outlets. Install emitters on off-ground supports at height indicated.
C. Install multiple-outlet emitter systems with tubing to outlets. Plug unused emitter outlets. Install outlets on off-ground supports at height indicated.
D. Install drip tubes with direct-attached emitters on ground.
E. Install drip tubes with remote discharge on ground with outlets on off-ground supports at height indicated.
F. Install off-ground supports of length required for indicated mounted height of device.
G. Install pressure regulators in piping near device being protected, and in control-valve boxes.
H. Install air relief valves and vacuum relief valves in piping, and in control-valve boxes.

3.7 INSTALLATION OF AUTOMATIC IRRIGATION CONTROL SYSTEM

A. Equipment Mounting, Exterior: Install controllers on exterior wall.

1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.

B. Install control cable in same trench as irrigation piping and at least 2 inches below or beside piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas.

3.8 CONNECTIONS

A. Install piping adjacent to equipment, valves, and devices to allow service and maintenance.
B. Connect wiring between controllers and automatic control valves.

3.9 IDENTIFICATION

A. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplates and signs on each automatic controller.

1. Text: In addition to identifying unit, distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.

B. Warning Tapes: Arrange for installation of continuous, underground, detectable warning tapes over underground piping during backfilling of trenches. See Section 31 2000 "Earth Moving" for warning tapes.

3.10 FIELD QUALITY CONTROL

A. Perform tests and inspections.

1. Manufacturer's Field Service with Test Assistance: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Tests and Inspections:

1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
4. Irrigation system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.11 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks in accordance with manufacturer's written instructions.
2. Verify that controllers are installed and connected in accordance with the Contract Documents.
3. Verify that electrical wiring installation complies with manufacturer's submittal.

3.12 ADJUSTING

A. Adjust settings of controllers.
B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.
C. Adjust sprinklers and devices, except those intended to be mounted aboveground, so they will be flush with, or not more than 1/2 inch above, finish grade.

3.13 CLEANING

A. Flush dirt and debris from piping before installing sprinklers and other devices.

3.14 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain automatic control valves and controllers.

3.15 PIPING SCHEDULE

A. Install components having pressure rating equal to or greater than system operating pressure.
B. Piping in control-valve boxes and aboveground may be joined with flanges or unions instead of joints indicated.
C. Underground Irrigation Main Piping:

1. NPS 4 and Smaller:

    a. Schedule 40, PVC pipe and socket fittings, and solvent-cemented joints.
    b. Schedule 40, PVC pipe; Schedule 40, threaded PVC fittings; and threaded joints.
    c. SDR 21, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.

3.16 VALVE SCHEDULE

A. Underground, Shutoff-Duty Valves: Use the following:

1. NPS 2 and Smaller: Curb valve, curb-valve casing, and shutoff rod.

B. Aboveground, Shutoff-Duty Valves:

1. NPS 2 and Smaller:

    a. Bronze gate valve.

END OF SECTION 32 8400

SECTION 329115 - SOIL PREPARATION (PERFORMANCE SPECIFICATION)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section includes planting soils specified according to performance requirements of the mixes.
B. Related Requirements:

1. Section 311000 "Site Clearing" for top-soil stripping and stockpiling.
2. Section 329200 "Turf and Grasses" for placing planting soil for turf and grasses.
3. Section 329300 "Plants" for placing planting soil for plantings.

1.03 ALLOWANCES

A. Preconstruction and field quality-control testing are part of testing and inspecting allowance.

1.04 DEFINITIONS

A. AAPFCO: Association of American Plant Food Control Officials.
B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
C. CEC: Cation exchange capacity.
D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
E. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
F. Imported Soil: Soil that is transported to Project site for use.
G. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.
H. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
I. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
J. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

L. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
M. SSSA: Soil Science Society of America.
N. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
O. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
P. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.
Q. USCC: U.S. Composting Council.

1.05 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.06 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include recommendations for application and use.
2. Include test data substantiating that products comply with requirements.
3. Include sieve analyses for aggregate materials.

B. Material Certificates: For each type of imported soil and soil amendment and fertilizer before delivery to the site, according to the following:

1. Manufacturer's qualified testing agency's certified analysis of standard products.
2. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
3. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.

C. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.07 INFORMATIONAL SUBMITTALS

A. Qualification Data: For each testing agency.
B. Preconstruction Test Reports: For preconstruction soil analyses specified in "Preconstruction Testing" Article.
C. Field quality-control reports.

1.08 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

1. Laboratories: Subject to compliance with requirements, provide testing by the following:

    a. Waypoint Analytical, 1101 S Winchester Blvd, San Jose, CA 95128, (408) 727-0330.

1.09 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil.

    1. Notify Architect seven days in advance of the dates and times when laboratory samples will be taken.

B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.

    1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.10 SOIL-SAMPLING REQUIREMENTS

A. General: Extract soil samples according to requirements in this article.
B. Sample Collection and Labeling: Have samples taken and labeled by soil state-certified, -licensed, or -registered soil scientist under the direction of the testing agency.

    1. Number and Location of Samples: Minimum of three representative soil samples from varied locations for each soil to be used or amended for landscaping purposes.
    2. Procedures and Depth of Samples: According to USDA-NRCS's "Field Book for Describing and Sampling Soils."
    3. Division of Samples: Split each sample into two equal parts. Send half to the testing agency and half to Owner for its records.
    4. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.

1.11 TESTING REQUIREMENTS

A. General: Perform tests on soil samples according to requirements in this article.
B. Physical Testing:

    1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
    2. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
    3. Hydrometer Method: Report percentages of sand, silt, and clay.
    4. Bulk Density: Analysis according to core method and clod method of SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."

5. Total Porosity: Calculate using particle density and bulk density according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
6. Water Retention: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
7. Saturated Hydraulic Conductivity: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods"; at 85 percent compaction according to ASTM D698 (Standard Proctor).Chemical Testing:
8. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
9. Clay Mineralogy: Analysis and estimated percentage of expandable clay minerals using CEC by ammonium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
10. Metals Hazardous to Human Health: Test for presence and quantities of RCRA metals including aluminum, arsenic, barium, copper, cadmium, chromium, cobalt, lead, lithium, and vanadium. If RCRA metals are present, include recommendations for corrective action.
11. Phytotoxicity: Test for plant-available concentrations of phytotoxic minerals including aluminum, arsenic, barium, cadmium, chlorides, chromium, cobalt, copper, lead, lithium, mercury, nickel, selenium, silver, sodium, strontium, tin, titanium, vanadium, and zinc.

C. Fertility Testing: Soil fertility analysis according to standard laboratory protocol of SSSA NAPT WERA-103, including the following:

1. Percentage of organic matter.
2. CEC, calcium percent of CEC, and magnesium percent of CEC.
3. Soil reaction (acidity/alkalinity pH value).
4. Buffered acidity or alkalinity.
5. Nitrogen ppm.
6. Phosphorous ppm.
7. Potassium ppm.
8. Manganese ppm.
9. Manganese-availability ppm.
10. Zinc ppm.
11. Zinc availability ppm.
12. Copper ppm.
13. Sodium ppm and sodium absorption ratio.
14. Soluble-salts ppm.
15. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
16. Other deleterious materials, including their characteristics and content of each.
17. Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3-Chemical Methods."

D. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.

1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft. for 8-inch depth of soil.
2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per 1000 sq. ft. for 8-inch depth of soil.

1.12 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Do not move or handle materials when they are wet or frozen.
4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.01 PLANTING SOILS SPECIFIED ACCORDING TO PERFORMANCE REQUIREMENTS

A. Planting-Soil Type: Existing, on-site surface soil, with the duff layer, if any, retained; and stockpiled on-site; modified to produce viable planting soil. Using pre-construction soil analyses and materials specified in other articles of this Section, amend existing, on-site surface soil to become planting soil complying with the following requirements:

1. Particle Size Distribution by USDA Textures: Classified as soil according to USDA textures.
2. Percentage of Organic Matter: Minimum 10 percent by volume.
3. Soil Reaction: pH of 6 to 7.
4. CEC of Total Soil: Minimum 15 meq/100 mL at pH of 7.0.
5. CEC of Clay Fraction: Maximum 15 meq/100 mL at pH of 7.0.
6. Soluble-Salt Content: 5 to 10 dS/m measured by electrical conductivity.
7. Bulk Density: 1.0 g/cu. cm to 1.1 g/cu. cm at 85 percent compaction.
8. Total Porosity: Minimum 50 percent at 85 percent compaction.
9. Macro Porosity: Minimum 10 percent at 85 percent compaction.
10. RCRA Metals: Below maximum limits established by the EPA.
11. Phytotoxicity: Below phytotoxicity limits established by SSSA.

B. Planting-Soil Type: Imported, naturally formed soil from off-site sources and consisting of loam soil according to USDA textures; and modified to produce viable planting soil. Amend imported soil with materials specified in other articles of this Section to become planting soil complying with the following requirements:

1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 4 inches deep, not from agricultural land, bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, quack grass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bent grass, wild garlic, ground ivy, perennial sorrel, and bromegrass.
2. Additional Properties of Imported Soil before Amending: Minimum of 8 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration. Clean soil to be of the following:

a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.

b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 2 percent by dry weight of the imported soil.

c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 2 inches in any dimension.

3. Percentage of Organic Matter: Minimum 10 percent by volume.
4. Soil Reaction: pH of 6 to 7.
5. CEC of Total Soil: Minimum 10 meq/100 mL at pH of 7.0.
6. CEC of Clay Fraction: Maximum 15 meq/100 mL at pH of 7.0.
7. Soluble-Salt Content: 5 to 10 dS/m measured by electrical conductivity.
8. Bulk Density: 1.0 g/cu. cm to 1.1 g/cu. cm at 85 percent compaction.
9. Total Porosity: Minimum 50 percent at 85 percent compaction.
10. Macro Porosity: Minimum 10 percent at 85 percent compaction.
11. RCRA Metals: Below maximum limits established by the EPA.
12. Phytotoxicity: Below phytotoxicity limits established by SSSA.

2.02 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

1. Class: T, with a minimum of 99 percent passing through a No. 8 sieve and a minimum of 75 percent passing through a No. 60 sieve.
2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through a No. 60 sieve.
3. Form: Provide lime in form of ground dolomitic limestone.

B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 sieve and a maximum of 10 percent passing through a No. 40 sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 sieve.

E. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C33/C33M.

2.03 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:

1. Feedstock: Limited to leaves.
2. Reaction: pH of 5.5 to 8.
3. Soluble-Salt Concentration: Less than 4 dS/m.
4. Moisture Content: 35 to 55 percent by weight.

5. Organic-Matter Content: 50 to 60 percent of dry weight.
6. Particle Size: Minimum of 98 percent passing through a 2-inch sieve.

B. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

1. Partially Decomposed Wood Derivatives: In lieu of shredded and composted wood derivatives, mix shredded and partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.

C. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

2.04 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

C. Chelated Iron: Commercial-grade FeEDDHA for dicots and woody plants, and commercial-grade FeDTPA for ornamental grasses and monocots.

PART 3 - EXECUTION

3.01 GENERAL

A. Place planting soil and fertilizers according to requirements in other Specification Sections.
B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.02 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

A. Excavation: Excavate soil from designated area(s) to a depth of 6 inches and stockpile until amended.
B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.

C. Unsuitable Materials: Clean soil to contain a combined maximum of 8 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.
D. Screening: Pass unamended soil through a 2-inch sieve to remove large materials.

3.03 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
B. Subgrade Preparation: Till subgrade to a minimum depth of 8 inches to 12 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

    1. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.

C. Mixing: Spread unamended soil to total depth of 8 inches to 12 inches, but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

    1. Amendments: Apply soil amendments, except compost, and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.

        a. Mix lime and sulfur with dry soil before mixing fertilizer.

        b. Mix fertilizer with planting soil no more than seven days before planting.

    2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 4 inches in loose depth for material compacted by compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

D. Compaction: Compact each blended lift of planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D698.
E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.04 PLACING MANUFACTURED PLANTING SOIL OVER EXPOSED SUBGRADE

A. General: Apply manufactured soil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
B. Subgrade Preparation: Till subgrade to a minimum depth of 8 inches to 12 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

    1. Apply approximately half the thickness of planting soil over prepared, loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.

C. Application: Spread planting soil to total depth of 8 inches to 12 inches, but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

1. Lifts: Apply planting soil in lifts not exceeding 4 inches in loose depth for material compacted by compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

D. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.05 APPLYING COMPOST TO SURFACE OF PLANTING SOIL

A. Application: Apply compost component of planting-soil mix to surface of in-place planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
B. Finish Grading: Grade surface to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.06 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
B. Perform the following tests and inspections:

1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D698. Space tests at no less than one for each 500 sq. ft. of in-place soil or part thereof.
2. Performance Testing: For each amended planting-soil type, demonstrating compliance with specified performance requirements. Perform testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.

C. Soil will be considered defective if it does not pass tests and inspections.
D. Prepare test and inspection reports.
E. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

3.07 PROTECTION

A. Protection Zone: Identify protection zones according to Section 01 5639 "Temporary Tree and Plant Protection."
B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Vehicle traffic.
4. Foot traffic.
5. Erection of sheds or structures.
6. Impoundment of water.

C. Excavation or other digging unless otherwise indicated.
D. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.

3.08 CLEANING

A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.
B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.

1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 32 9115

SECTION 329200 – TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Seeding
2. Hydroseeding.

B. Related Requirements:

1. Section 329300 "Plants" for trees, shrubs, ground covers, and other plants as well as border edgings and mow strips.

1.3 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.
B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329115 "Soil Preparation (Performance Specification)" and drawing designations for planting soils.
E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 INFORMATIONAL SUBMITTALS

A. Certification of Seed Mixture: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
B. Product Certificates: For fertilizers, from manufacturer.
C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of wildflower non-irrigated hydroseeding during a calendar year. Submit before expiration of required maintenance periods.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful wildflower non-irrigated hydroseed establishment.

1. Professional Membership: Installer shall be a member in good standing of either the California Landscape Contractors Association or the American Nursery and Landscape Association.
2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
3. Pesticide Applicator: State licensed, commercial.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways, and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

1.9 FIELD CONDITIONS

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.

1. Fall Planting.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED MIXES

A. Turf Seed: Fresh, clean, and dry new seed, of mixed species as follows:

1. Turf Mix (See Planting Plans) from Pacific Coast Seed – (925) 373-4417 or approved equal.

B. Bioretention Seed: Fresh, clean, and dry new seed, of mixed species as follows:

1. Bio-Swale Mix (See Planting Plan) from Pacific Coast Seed – (925) 373-4417 or approved equal.

C. Seed Carrier: 100 ls Mbinder from Pacific Coast Seed – (925) 737-4417 or approved equal.

2.2 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition:
   a. 1 lb./1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

2.3 MULCHES

A. Fiber Mulch: 2000 lbs./acre of biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

2.4 PESTICIDES

A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
3. Uniformly moisten excessively dry soil that is not workable, or which is dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect adjacent and adjoining areas from hydro-seeding and hydromulching overspray.
2. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 HYDROSEEDING

A. Hydroseeding: Mix specified seed, commercial fertilizer, binder, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.

1. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 20-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.

3.4 WILDFLOWER MAINTENANCE

A. Maintain and establish wildflowers by watering, weeding, mowing, trimming, replanting, and performing other operations as required to establish a healthy, viable wildflower planting. Roll, regrade, and replant bare or eroded areas and remulch. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and wildflower damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
3. Apply treatments as required to keep wildflowers and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Use sports field quick coupler equipment to convey water from sources and to keep wildflowers uniformly moist.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Temporary watering system is to avoid walking over muddy or newly planted areas.
2. Water wildflowers with fine spray at a minimum rate of ½-inch per week for eight weeks after planting unless rainfall precipitation is adequate.

3.5 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.6 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

3.7 MAINTENANCE SERVICE

A. Wildflower Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Wildflower Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable wildflower planting is established, but for not less than maintenance period below.

    1. Maintenance Period: 60 days from date of acceptance.

END OF SECTION 329200

SECTION 329300 – PLANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plant materials.
2. Fertilizers.
3. Mulches.
4. Herbicides and pesticides.
5. Tree-stabilization materials.
6. Landscape edgings.

B. Related Requirements:

1. Section 328400 "Planting Irrigation" for complete irrigation systems.

1.2 ALLOWANCES

A. See Section 012100 "Allowances" for description of allowances affecting items specified in this Section.

1.3 UNIT PRICES

A. See Section 012200 "Unit Prices" for description of unit prices affecting items specified in this Section.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data:

1. Plant materials.
2. Fertilizers.
3. Mulches.
4. Herbicides and pesticides.
5. Tree-stabilization materials.
6. Landscape edgings.
7. Tree-watering devices.

B. Product Data Submittals: For each product.

1. Plant Materials: Include quantities, sizes, quality, and verified sources for plant materials.

C. Samples for Verification: Actual sample of finished products for each of the following:

1. Mulch: 1-quart volume of each organic mulch required; typical of the lot of material to be furnished, in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Provide an accurate representation of color, texture, and organic makeup.
2. Edging Materials and Accessories: Manufacturer's standard size, to verify color selected.
3. Root Barrier: Width of panel by 12-inch.

1.6 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Reports: Percolation tests for tree pits. Include the following:

1. Tree identification number matching the plans.
2. Date of test.
3. Time when water was added to tree pit to start percolation test.
4. Time with photo documentation showing increments of testing with water level in tree pit.
5. Identification of tester.

B. Qualification Statements: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

C. Product Certificates: For each type of manufactured product, from manufacturer, and complying with manufacturer's certified analysis of standard products.

D. Pesticides and Herbicides: Product label and manufacturer's written application instructions specific to Project.

E. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.

1. Experience: Five years' experience in landscape installation in addition to requirements in Section 014000 "Quality Requirements."
2. Installer's Field Supervision: Maintain an experienced full-time supervisor on Project site when work is in progress.
3. Pesticide Applicator: State licensed, commercial.

B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

C. Measurements: Measure in accordance with ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6-inch above the root flare for trees up to 4-inch caliper size, and 12-inch above the root flare for larger sizes.
2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

D. Plant Material Observation: Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Architect of sources of planting materials seven days in advance of delivery to site.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, or walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

D. Handle planting stock by root ball.

E. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.

F. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

G. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
3. Do not remove container-grown stock from containers before time of planting.
4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.10 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions in accordance with manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
b. Structural failures, including plantings falling or blowing over.
c. Faulty performance of tree stabilization and edgings.
d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Periods: From date of Substantial Completion.

a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
c. Annuals: Three months.

3. Include the following remedial actions as a minimum:

a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
b. Replace plants that are more than 25 percent dead or in unhealthy condition at end of warranty period.

c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; with tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); with crossing trunks; with cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare in accordance with ANSI Z60.1.

D. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for plant.

E. If formal arrangements or consecutive order of plants are indicated on Drawings, select stock for uniform height and spread, and number the labels to ensure symmetry in planting.

F. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud but are not yet in bloom.

2.2 FERTILIZERS

A. Granular Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition:

    a. 3 percent of actual nitrogen, 4 percent phosphorous, and 3 percent potassium, by weight.
    b. Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and maximum of 5.5 percent inert material.

2.3 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

1. Type: Redwood chips.
2. Size Range: ½-inch minimum.
3. Color: Natural.

B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through a 1-inch sieve; soluble-salt content of 2 to 5 dS/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 60 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

C. Walk-On Mulch: Shredded wood mulch or engineered wood fiber suitable for pedestrian use.

1. Shredded hardwood mulch (aged, double-shredded).
2. Size: 1/2” to 2”.
3. Free of: nails, wire, plastics, and other toxic and mechanical contaminants.
4. Moisture Content: 25%–35% at installation.
5. Color: Natural.

2.4 HERBICIDES AND PESTICIDES

A. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

B. Pesticides: Registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended in writing by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

2.5 TREE-STABILIZATION MATERIALS

A. Trunk-Stabilization Materials:

1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
2. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles.

2.6 MISCELLANEOUS PRODUCTS

A. Root Barrier: Black, molded, modular panels 24-inch high (deep), 85 mils thick, and with vertical root deflecting ribs protruding ¾-inch out from panel surface; manufactured with minimum 50 percent recycled polyethylene plastic with UV inhibitors.

B. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix in accordance with manufacturer's written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
3. Suspend planting operations during periods of excessive soil moisture until moisture content reaches acceptable levels to attain required results.
4. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove soil and contamination as directed by Architect and replace with new planting soil.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.

D. For walk-on mulch, grade and compact subgrade to uniform surface free of debris and standing water.

3.3 PLANTING AREA ESTABLISHMENT

A. General: Prepare planting area for soil placement and mix planting soil in accordance with Section 32 9115 "Soil Preparation (Performance Specification)."

B. Placing Planting Soil: Place and mix planting soil in-place over exposed subgrade.

C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

D. Application of Mycorrhizal Fungi: At time directed by Architect, broadcast dry product uniformly over prepared soil at application rate in accordance with manufacturer's written instructions.

3.4 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits.

1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
2. Excavate approximately two times as wide as ball diameter for container-grown stock.
3. Do not excavate deeper than depth of root ball, measured from the root flare to the bottom of root ball.
4. If area under the plant was initially dug too deep, add soil to raise it to correct level and thoroughly tamp the added soil to prevent settling.
5. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
6. Maintain supervision of excavations during working hours.
7. Keep excavations covered or otherwise protected overnight, after working hours and when unattended by Installer's personnel.
8. If drain tile is indicated on Drawings or required under planting areas, excavate to top of porous backfill over tile.

B. Backfill Soil: Subsoil and topsoil removed from excavations may not be used as backfill soil unless otherwise indicated.

C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

1. Hardpan Layer: Drill 6-inch-diameter holes, 24-inch apart, into free-draining strata or to depth of 10 ft., whichever is less, and backfill with free-draining material.

D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

E. Fill excavations with water and allow them to percolate away before positioning trees and shrubs.

3.5 TREE, SHRUB, AND VINE PLANTING

A. Inspection: At time of planting, verify that root flare is visible at top of root ball in accordance with ANSI Z60.1. If root flare is not visible, remove soil in a level manner from root ball to where the top-most root emerges from the trunk. After soil removal to expose root flare, verify that root ball still meets size requirements.

B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of root ball.

3.6 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.

B. Prune, thin, and shape trees, shrubs, and vines as directed by Architect.

C. Prune, thin, and shape trees, shrubs, and vines in accordance with standard professional horticultural and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

D. Do not apply pruning paint to wounds.

3.7 INSTALLATION OF TREE-STABILIZATION MATERIALS

A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:

1. Upright Staking and Tying:

   a. Stake trees of 2-inch through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18-inch below bottom of backfilled excavation and to extend at least 72-inch above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.
   b. Stake trees with two stakes for trees up to 12 ft. high and 2-1/2-inch or less in caliper; three stakes for trees less than 14 ft. high and up to 4-inch in caliper. Space stakes equally around trees.

2. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

3. Support trees with two strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

3.8 INSTALLATION OF ROOT BARRIER

A. Install root barrier where trees are planted within 96-inch of paving or other hardscape elements, such as walls, curbs, and walkways, unless otherwise indicated on Drawings.

B. Align root barrier vertically and run it linearly along and adjacent to paving or other hardscape elements to be protected from invasive roots.

C. Install root barrier continuously for distance of 60-inch in each direction from tree trunk, for total distance of 8 ft. per tree. If trees are spaced closer, use single continuous piece of root barrier.

1. Position top of root barrier in accordance with manufacturer's written instructions.
2. Overlap root barrier minimum of 12-inch at joints.
3. Do not distort or bend root barrier during construction activities.
4. Do not install root barrier surrounding the root ball of tree.

3.9 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings in even rows with triangular spacing.

B. Use planting soil for backfill.

C. Dig holes large enough to allow spreading of roots.

D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to depth not less than two nodes.

E. Work soil around roots to eliminate air pockets and leave slight saucer indentation around plants to hold water.

F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.10 INSTALLATION OF MULCHES

A. Mulch backfilled surfaces of planting areas and other areas indicated.

1. Organic mulch in planting areas:

a. Apply 3-inch average thickness of organic mulch over whole surface of planting area, and finish level with adjacent finish grades.
b. Do not place mulch within 3-inch trunks or stems.

2. Walk-on mulch on pathways:

    a. Spread mulch to uniform loose depth of 3-inch unless otherwise noted.
    b. Rake smooth and ensure even coverage without bald spots.
    c. Compact lightly if necessary to provide a stable walking surface.

3.11 INSTALLATION OF LANDSCAPE EDGINGS

A. Steel Edging: Install steel edging where indicated in accordance with manufacturer's written instructions. Anchor with steel stakes spaced approximately 30-inch apart, driven below top elevation of edging.

3.12 APPLICATION OF HERBICIDES AND PESTICIDES

A. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written instructions. Do not apply to seeded areas.

B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written instructions.

C. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and in accordance with manufacturer's written instructions. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

3.13 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.14 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Perform tree pit percolation tests.
2. Tree pit construction will be considered defective if it does not pass percolation tests and inspections.
3. Do not proceed with planting in tree pits until satisfactory percolation is demonstrated.

B. Prepare test and inspection reports.

3.15 REPAIR AND REPLACEMENT

A. Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Architect.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

B. Remove and replace trees that are more than 25 percent dead or in unhealthy condition before end of corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.

3.16 CLEANING AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

END OF SECTION 32 93 00

SECTION 331000 - WATER SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Site water distribution system for domestic and fire protection services up to 5 feet of any on-site building being served.

B. Domestic water and fire protection water transmission or distribution system within a roadway or street right-of-way.

1.2 RELATED SECTIONS

A. Section 31 21 00, Utility Trenching and Backfill

1.3 RELATED DOCUMENTS

A. ASME
1. ASME A112.1.2: Air Gaps in Plumbing Systems (for Plumbing Fixtures and Water Connect Receptors
2. ASME B1.20.1: Pipe Threads, General Purpose, Inch
3. ASME B16.1: Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250
4. ASME B16.18: Cast Copper Alloy Solder Joint Pressure Fittings
5. ASME B16.22: Wrought Copper and Copper Alloy Solder – Joint Pressure fittings
6. ASME B16.26: Cast Copper Alloy Fittings for Flared Copper Tubes

B. ASTM
1. ASTM A536: Standard Specification for Ductile Iron Castings
2. ASTM A674: Standard Practice for Polyethylene Encasement for Ductile Iron Pipe for Water or Other Liquids
3. ASTM B61: Standard Specification for Steam or Valve Bronze Castings
4. ASTM B62: Standard Specification for Composition Bronze or Ounce Metal Castings
5. ASTM B88: Standard Specification for Seamless Copper Water Tube
6. ASTM C94: Standard Specification for Ready-Mixed Concrete
7. ASTM D1785: Standard Specification for Poly Vinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120
8. ASTM D2564: Standard Specification for Solvent Cements for Poly Vinyl Chloride (PVC) Plastic Piping Systems
9. ASTM F1056: Standard Specification for Socket Fusion Tools for Use in Socket Fusion Joining Polyethylene Pipe or Tubing and Fittings

C. AWWA
1. C104: Cement-Mortar Lining for Ductile-Iron Pipe and Fittings
2. C105: Polyethylene Encasement for Ductile-Iron Pipe Systems
3. C110: Ductile-Iron and Gray-Iron Fittings
4. C111: Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
5. C115: Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
6. C116: Protective Fusion-Bonded Epoxy Coatings for the Interior & Exterior Surfaces for Ductile-Iron and Gray-Iron Fittings

7. C150: Thickness Design of Ductile-Iron Pipe
8. C151: Ductile-Iron Pipe, Centrifugally Cast
9. C153: Ductile-Iron Compact Fittings
10. C200: Steel Water Pipe 6-inch and larger
11. C203: Coal-Tar Protective Coatings and Linings for Steel Water Pipe
12. C205: Cement-Mortar Protective Lining and Coating for Steel Water Pipe – 4-inch and Larger-Shop Applied
13. C207: Steel Pipe Flanges for Waterworks Service-Sizes 4-inch through 144-inch
14. C208: Dimensions for Fabricated Steel Water Pipe Fittings
15. C209: Cold Applied Tape Coatings for Steel Water Pipe, Special Sections, Connections, and Fittings
16. C210: Liquid-Epoxy Coatings and Linings for Steel Water Pipe and Fittings
17. C213: Fusion-Bonded Epoxy Coatings and Linings for Steel Water Pipe and Fittings
18. C214: Tape Coatings for Steel Water Pipelines
19. C218: Liquid Coatings for Aboveground Steel Water Pipe and Fittings
20. C219: Bolted, Sleeve-type Couplings for Plain-End Pipe
21. C500: Metal-Seated Gate Valves for Water Supply Service
22. C502: Dry-Barrel Fire Hydrants
23. C503: Wet Barrel Fire Hydrants
24. C504: Rubber Seated Butterfly Valves.
25. C507: Ball Valves, 6-inch through 60-inch.
26. C508: Swing-check Valves for Waterworks Service, 2-inch through 48-inch NPS.
27. C509: Resilient-Seated Gate Valves for Water Supply Service
28. C510: Double Check Valve Backflow Prevention Assembly
29. C511: Reduced-Pressure Principle Backflow Prevention Assembly
30. C512: Air-Release, Air/Vacuum, and Combination Air Valves for Water and Wastewater Service
31. C550: Protective Interior Coatings for Valves and Hydrants
32. C600: Installation of Ductile-Iron Water Mains and Their Appurtenances
33. C606: Grooved and Shouldered Joints
34. C651: Disinfecting Water Mains
35. C800: Underground Service Line Valves and Fittings
36. C900: Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4-inch through 60-inch for Water Transmission and Distribution
37. C901: Polyethylene (PE) Pressure Pipe and Tubing, ½-inch through 3-inch for Water Service
38. C905: Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14-inch through 48-inch for Water Transmission and Distribution
39. C906: Polyethylene (PE) Pressure Pipe and Fittings, 4-inch through 65-inch, for Waterworks
40. M11: Steel Pipe - A Guide for Design and Installation
41. M23: PVC Pipe – Design and Installation
42. M41: Ductile-Iron Pipe and Fittings

D. Factory Mutual Insurance Company (FM)
   1. FM 1530: Fire Department Connections

E. National Fire Protection Association (NFPA)
   1. NFPA 24: Installation of Private Fire Service Mains and Their Appurtenances
   2. NFPA 70: National Electric Code
   3. NFPA 1963: Fire Hose Connection

F. National Sanitation Foundation (NSF)
   1. NSF 61: Drinking Water System Components-Health Effects

G. Underwriters Laboratory(UL)
   1. UL 262: Safety Gate Valves for Fire-Protection Service
   2. UL 405: Safety Fire Department Connection Devices
   3. UL 789: Indicator Posts for Fire-Protection Service

1.4 DEFINITIONS

A. AASHTO: American Association of State Highway and Transportation Officials

B. ASTM: American Society for Testing Materials

C. AWWA: American Waterworks Association

D. DI: Ductile iron

E. DIP: Ductile iron pipe

F. FM: Factory Mutual

G. NFPA: National Fire Protection Association

H. NSF: National Sanitation Foundation

I. PCC: Portland cement concrete

J. PE: Polyethylene

K. PVC: Polyvinyl Chloride

L. UL: Underwriters Laboratory

1.5 SYSTEM PERFORMANCE REQUIREMENTS

A. Minimum Working Internal Pressures: As indicated on Plans.

B. External Load: Earth load indicated by depth of cover plus AASHTO H20 live load unless indicated otherwise.

1.6 SUBMITTALS

A. Follow submittal procedure outlined in Section 01 10 00, Supplemental General Requirements.

B. Product Data: Manufacturer's literature and data, including, where applicable, sizes, pressure rating, rated capacity, listing/approval stamps, labels, or other marking on equipment made to the specified standards for materials, and settings of selected models, for the following:
   1. Piping materials and fittings
   2. Gaskets, couplings, sleeves, and assembly bolts and nuts
   3. Flexible pipe fittings
   4. Restrained pipe fittings

5. Flexible Connectors
6. Expansion joints
7. Flexible expansion joints
8. High deflection fittings/ball joints
9. Gate valves
10. Butterfly valves
11. Check valves
12. Ball valves
13. Air release, air/ vacuum and combination air valves
14. Blow-off valves
15. Pressure reducing valves
16. Flow Regulating valves
17. Service connections and water meters
18. Valve boxes, meter boxes, frames and covers
19. Backflow preventers
20. Fire hydrants
21. Post indicator valves
22. Fire department connections
23. Thrust block concrete mix
24. Tapping sleeves and tapping valves
25. Service saddles and corporation stops
26. Identification materials and devices

C. Shop Plans and Calculations: Where an on-site fire water system is required, Contractor shall provide shop plans for Engineer and agency approval prior to construction. Coordinate with the Plans and identify any proposed modifications or deviations. Shop Plans and Calculations shall be stamped and signed by a registered Fire Protection Engineer licensed by the State of California as required.
   1. Include the following information:
      a. Design assumptions
      b. Thrust block sizing and calculations
      c. Materials to be used
      d. Available water pressure
      e. Required water pressure
   2. The review of fire system components constitutes only a portion of the review and approval required. A copy of the fire system component submittal package shall be forwarded to the local fire marshal for further review and approval.

D. Field test reports: Indicate and interpret test results for compliance with the Project requirements.

1.7 QUALITY ASSURANCE

A. Comply with requirements of utility supplying water. Do not operate existing valves or tap existing piping without written permission and/or presence of utility company representative.

B. Comply with the following requirements and standards:
   1. NSF 61: “Drinking Water System Components-Health Effects” for materials for potable water.
   2. NFPA 24: “Installation of Private Fire Service Mains and Their Appurtenances” for materials, installations, tests, flushing, and valve and hydrant supervision.
   3. NFPA 70: “National Electric Code” for electrical connections between wiring and electrically operated devices.

C. Provide listing/approval stamp, label, or other marking on piping and specialties made to a specified standard.

1.8 MATERIAL DELIVERY, STORAGE AND HANDLING

A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:
   1. Ensure that valves are dry and internally protected against rust and corrosion.
   2. Protect valves against damage to threaded ends and flange faces.
   3. Set valves in best position for handling. Set valves closed to prevent rattling.

B. Deliver piping with factory-applied endcaps. Maintain endcaps through shipping, storage and handling to prevent pipe end damage and to prevent entrance of dirt, debris and moisture.

C. Handling: Use slings to handle valves and fire hydrants whose size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

D. During Storage: Use precautions for valves, including fire hydrants according to the following.
   1. Do not remove end protectors, unless necessary for inspection, then reinstall them for storage.
   2. Protection from Weather: Store indoors and maintain temperature higher than ambient dew-point temperature. Store indoors and maintain temperature higher than ambient dew point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.

E. Do not store plastic pipe and fittings in direct sunlight.

F. Protect pipe, fittings, flanges, seals and specialties from moisture, dirt and damage.

G. Protect linings and coatings from damage.

H. Handle precast boxes, vaults and other precast structures according to manufacturer's written instructions.

I. Protect imported bedding and backfill material from contamination by other materials.

1.9 COORDINATION

A. Coordinate connection to existing water mains with water utility supplying water.

B. Coordinate piping materials, sizes, entry locations, and pressure requirements with building domestic water distribution piping and fire protection piping.

PART 2 - PRODUCTS

2.1 PE PLASTIC PIPE: SIZES ½-INCH THROUGH 3-INCH

A. Pipe and Fittings: Provide PE3408, Pressure Class 200, DR 9 conforming to AWWA C901. PWPIPE or approved equal.

B. Cast Copper Fittings shall conform to ASME B16.18.

C. Cast Copper Compression Fittings and connections shall be Mueller 110, Ford or approved equal.

D. Joints: Restrain with clamps or heat-fusion.

2.2 PVC PIPE: SIZES 1/8-INCH THROUGH 3-INCH

A. Pipe and Fittings: ASTM D1785, Schedule 40. [Schedule 80 and 120 are also available. Pressure ratings up to 260 psi are achievable with schedule 40]

B. Joints: Restrain with solvent cement. Do not use threaded pipe.

C. Solvent Cement: ASTM D2564.

2.3 DIP: SIZES 4-INCH THROUGH 48-INCH

A. Pipe: Pressure Class pipe conforming to AWWA C151, AWWA Manual M41 and standard thickness per AWWA C150. U.S. Pipe, American Cast Iron Pipe Company, or approved equal.

B. Fittings: Provide fittings with pressure rating greater than or equal to that of the adjoining pipe.

C. Pipe and Fitting Lining: Cement Mortar, AWWA C104.

D. Pipe and Fitting Coating: Asphaltic, AWWA C151 or C115.

E. Fittings
1. Standard: AWWA C110, sizes 4-inch through 48-inch.
2. Compact: AWWA C153, sizes 4-inch through 24-inch.
3. All fittings shall be fusion epoxy coated per AWWA C116.

F. Exterior Soil Corrosion Protection for Pipe and Fittings: Polyethylene encasement, AWWA C105.

G. Unrestrained Joints (Rubber Gasket Joints):
1. Push-On Bell and Spigot Joint: Provide shape of pipe ends and fitting ends, gaskets, and lubricant for joint assembly conforming to AWWA C111.
2. Mechanical Joint: Dimensional and material requirements for pipe ends, glands, bolts and nuts, and gaskets shall conform to AWWA C111.

H. Restrained Joints:
1. Flanged Joint: Provide bolts, nuts, and gaskets in conformance with AWWA C115. Gaskets shall conform to the requirements specified in AWWA C111. Unless otherwise required, above ground flange assembly bolts shall be standard hex-head, cadmium plated machine bolts with American Standard Heavy, hot–pressed, cadmium plated hexagonal nuts. Buried flange nuts and bolts shall be as above except they shall be of Type 304 stainless steel.
2. Push-On Bell and Spigot Joint: Provide shape of pipe ends and fitting ends, gaskets, and lubricant for joint assembly conforming to AWWA C111 with “Field Lok Gasket,” sizes 4-inch through 24-inch, “TR Flex,” sizes 4-inch through 64-inch; both by U. S. Pipe, or approved equal. “Megalug” restraint harness, EBAA Iron, or approved equal.

3. Mechanical Joint: Dimensional and material requirements for pipe ends, glands, bolts and nuts, and gaskets shall conform to AWWA C111 with "Megalug," sizes 3-inch through 48-inch, EBAA Iron, or approved equal.
4. Grooved and Shouldered Joints: AWWA C150, AWWA C151 and AWWA C606. 24-inch maximum size.

I. Insulating Joints:
1. Provide a rubber-gasketed or other suitable approved type of insulating joint or dielectric coupling which will effectively prevent metal-to-metal contact at the joint between adjacent sections of dissimilar metals.
2. Provide joint of the flanged type with insulating gasket, insulating bolt sleeves, and insulating washers.
3. Provide gasket of the dielectric type, full face, as recommended in AWWA C115.
4. Provide bolts and nuts as recommended in AWWA C115.

J. Couplings: [check with manufacturer for sizes and pressure rating available]
1. Plain End Pipe to Plain End Pipe: Ductile iron or steel bolted couplings, manufacturer's shop coating with low alloy steel bolts and nuts. Steel couplings to conform to AWWA C219. Smith-Blair, Inc., Dresser, or approved equal.
2. Plain End Pipe to Flanged Pipe: 1) Ductile iron or steel bolted flanged coupling adapters, manufacturer's shop coating with low alloy steel bolts and nuts. Steel flanged couplings to conform to AWWA C219. Smith-Blair, Inc., Dresser, or approved equal.; or 2) restrained flange adapter, "Megaflange," sizes 3-inch through 48-inch, EBAA Iron, or approved equal.

2.4 PE PIPE: SIZES 4 INCH THROUGH 64 INCH

A. Pipe and Fittings: AWWA C906

B. Joints:
1. Thermal Butt Fusion: AWWA C906 and pipe manufacturer's recommendations
2. Flanged joints: AWWA C906 and pipe manufacturer's recommendations

2.5 PVC PIPE: SIZES 4-INCH THROUGH 48-INCH

A. Pipe: Pressure Class 200, DR 14, spigot and gasket bell end, conforming to AWWA C900 (4-inch through 12-inch and AWWA C905 (14-inch through 48-inch)

B. Fittings: Ductile iron fittings
1. Standard: AWWA C110, sizes 4-inch through 48-inch
2. Compact: AWWA C153, sizes 4-inch through 24-inch
3. All fittings shall be fusion epoxy coated per AWWA C116

C. Unrestrained Joints: Push-On Bell and Spigot Joint: AWWA C900

D. Restrained Joints:
1. Push-On Bell and Spigot Joint: Harness assembly as manufactured by EBAA Iron or approved equal.
2. Plain End PVC to Ductile Iron Mechanical Joint: EBAA Iron or approved equal.

E. Steel or Ductile Iron Couplings: [check with manufacturer for sizes and pressure rating available]
1. Plain End Pipe to Plain End Pipe: Ductile iron or steel bolted couplings, manufacturer's shop coating with low alloy steel bolts and nuts. Steel couplings to conform to AWWA C219. Smith-Blair, Inc., Dresser, or approved equal.

Plain End Pipe to Ductile Iron or Steel Flanged Pipe: Ductile iron or steel bolted flanged coupling adapters, manufacturer's shop coating with low alloy steel bolts and nuts. Steel flanged couplings to conform to AWWA C219. Smith-Blair, Inc, Dresser or approved equal.

F. PVC Couplings: [check with manufacturer for sizes and pressure rating available]
1. Unrestrained Plain End to Plain End Pipe: AWWA C900, as manufactured by North American Piper approved equal. Restrained Plain End to Plain End Pipe: AWWA C900, "Fluid-Tite" as manufactured by North American Pipe, or approved equal.

2.6 FLEXIBLE CONNECTORS

A. Flanged Coupling Adapters for plain end pipe at fittings, valves and equipment shall be Dresser Style 127 or 128, similar models by ITT; Baker Coupling Company or approved equal. Nuts, bolts and other hardware shall be Type 304 stainless steel.

B. Mechanical Couplings shall be rated for a minimum working pressure of 150 psi. The barrel shall be a minimum 10 inches long. Couplings shall be cleaned and shop primed with manufacturer's standard rust inhibitive primer. Mechanical couplings shall be Smith-Blair, Romac, JCM, Apac or approved equal, with stainless steel nuts, bolts, and threaded rods.

C. Flexible Coupling for Steel Pipe shall be Dresser Coupling Style 38 with EPDM gaskets or approved equal.

2.7 EXPANSION JOINT

A. An expansion joint shall be installed at location indicated on the Plans and shall be manufactured of ductile iron conforming to the material properties of AWWA C153.

B. Separation beyond the maximum extension of the expansion joint shall be prevented without the use of external tie rods.

C. The expansion joint shall be pressure tested against its own restraint to a minimum of 250 psi.

D. All pressure containing parts shall be lined with a minimum of 15 mils of fusion bonded epoxy, conforming to the applicable requirements of AWWA C213, and shall be tested with a 1500-volt spark test conforming to stated specification.

E. Mechanical or Flanged Joint: The expansion joint shall be Model Ex-Tend 200, 4-inch through 36-inch, as manufactured by EBAA Iron, Inc., or approved equal.

F. TR Flex Joints: TR Flex Telescoping Sleeve, 4-inch through 64-inch, U. S. Pipe.

2.8 FLEXIBLE EXPANSION JOINTS

A. Flexible expansion joints shall be installed at locations indicated on the Plans and shall be manufactured of ductile iron conforming to the material requirements of ASTM A536 and AWWA C153.

B. Each flexible expansion joint shall be pressure tested prior to shipment against its own restraint to a minimum of 250 psi. A minimum 2:1 safety factor, determined from the published pressure rating, shall apply.

C. Each flexible expansion joint shall consist of an expansion joint designed and cast as an integral part of a ball and socket type flexible joint, having a minimum per ball deflection of 15º, and 6 inches minimum expansion. The flexible expansion fitting shall not expand or exert an axial imparting thrust under internal water pressure. The flexible expansion fitting shall not increase or decrease the internal water volume as the unit expands or contracts.

D. All internal surfaces (wetted parts) shall be lined with a minimum of 15 mils of fusion bonded epoxy conforming to the applicable requirements of AWWA C213. Sealing gaskets shall be constructed of EPDM. The coating and gaskets shall meet ANSI/NSF-61.

E. Exterior surfaces shall be coated with a minimum of 6 mils of fusion bonded epoxy conforming to the applicable requirements of AWWA C116

F. Polyethylene sleeves, meeting AWWA C105, shall be included for direct buried applications.

G. Flanged or mechanical Joint: Flexible expansion joint shall be Force Balanced FLEX-TEND, sizes 3 inch through 48 inch, as manufactured by EBAA Iron, or approved equal.

H. Flanged Joint: Starflex, Series 5000, Star Pipe Products, or approved equal.

I. Plain End to Plain End Pipe: “Xtra Flex,” sizes 4 inch through 24-inch, U. S. Pipe, or approved equal.

2.9 HIGH DEFLECTION FITTINGS/BALL JOINTS

A. Plain End Pipe: Xtra Flex Restrained Joint High Deflection Fittings, 4 inch through 24-inch, U. S. Pipe, or approved equal.

B. Mechanical or Flanged Joint: Flex 900, 4 inch through 12 inch, EBAA Iron, or approved equal.

2.10 GATE VALVES

A. Provide valves conforming to AWWA C500 or AWWA C509

B. Valves shall be resilient-seated, with non-rising stem, gray or ductile-iron body and bonnet, with bronze or gray or ductile-iron gate, bronze stem and square stem operating nut unless noted otherwise.

C. [Metal seated, AWWA C500, and rubber seated, AWWA C504, are also available.]

D. All bolts, nuts and washers, except operating nut, shall be stainless steel.

E. Stem operating nut to be 2 inches square and open counterclockwise.

F. Stem extensions shall be installed to bring the stem operating nut to within 2-feet of finish grade where the depth from finish grade to the stem operating nut exceeds 4-feet.

G. Equip valves in pump stations and other interior or vault installations with hand-wheels.

H. Provide protective epoxy interior and exterior coating according to AWWA C550 and manufacturer's recommendations.

I. For the domestic water system, valves shall also conform to NSF 61.

J. Service vine Valves and fittings, 2-inch and smaller shall be in accordance with AWWA C800

K. Where a post indicator is shown, provide valve with an indicator post flange.

L. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the project include, but are not limited to, the following:
1. Mueller Company
2. M&H Valve Company
3. Crane Company, or approved equal

2.11 SWING CHECK VALVES

A. Provide swing-check type valves conforming to AWWA C508.

B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
1. Mueller Company
2. M&H Valve Company
3. DeZurik/APCO
4. Watts, or approved equal

2.12 BALL VALVES

A. Provide ball valves (6 inch through 48-inch) per AWWA C507 as manufactured by Crane Company or approved equal.

B. Provide ball valves (2 inches and smaller) conforming to AWWA C800 as manufactured by Mueller 300 Series, Ford, or approved equal.

C. Valves shall open by counterclockwise rotation of the valve stem.

D. Provide valves with ends as appropriate for the adjoining pipe.

E. Provide valve with lockable operating nut or handle as shown on the Plans.

2.13 AIR RELEASE, AIR/VACUUM AND COMBINATION AIR VALVES

A. Air release and vacuum valves: Provide valve and service size as shown on the Plans. Valve shall have cast-iron single valve body and shall conform to AWWA C512. A compound lever system shall have a maximum operating pressure of 300 psi. Provide a protective cap for the outlet of the valve. Provide universal air-vacuum type valves, Crispin, DeZurik/APCO or approved equal.

B. Combination air valves: Provide valve and service size as shown on the Plans. Valve shall have cast-iron single valve or double valve body and shall conform to AWWA C512. A simple or compound lever system shall have a maximum operating pressure of 300 psi. Provide a protective cap for the outlet of the valve.

C. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the project include, but are not limited to, the following:
   1. Crispin
   2. DeZurik/APCO, or approved equal

2.14 BLOW-OFF VALVES

A. Provide valve and service size as shown in the Plans. Provide 2-inch valves at low points of the piping system, and 4-inch valves at dead-ends of the piping system, unless otherwise directed by the Engineer.

B. 2-inch blow-off shall have a 2-inch vertical female iron pipe (FIP) inlet and a 2-inch normal pressure and temperature (NPT) nozzle outlet with cap. Valve shall open by counterclockwise rotation of a top-mounted 9/16-inch square operating nut. All working parts shall be serviceable without excavation. Kupferle/Truflo Model TF550 or approved equal.

C. 4-inch blow-off shall have all brass principal working parts, 4-inch inlet and outlet and is self-draining and non-freezing. Valve shall open by counterclockwise rotation of a top-mounted 2 inch square operating nut. All working parts shall be serviceable without excavation.

D. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:

E. Kupferle/ MainGuard #7600, or approved equal

2.15 PRESSURE-REDUCING VALVES

A. Valve: Automatic, pilot-operated, cast-iron body with interior coating according to AWWA C550. 250 psi working-pressure, bronze pressure-reducing pilot valve and tubing, and means for discharge pressure adjustment.

B. Valves shall have flanged ends. Valves sized 3 inches or smaller may have screwed ends.

C. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
   1. Cla-Val Company
   2. Bermad
   3. Ames Company, or approved equal

2.16 FLOW-REGULATING VALVES

A. Valve: Automatic, pilot-operated, cast-iron body with interior coating according to AWWA C550. 250 psi working-pressure, bronze pressure-reducing pilot valve and tubing, and means for flow adjustment. Details as indicated.

B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
   1. Cla-Val Company
   2. Bermad
   3. Ames Company, or approved equal

2.17 SERVICE CONNECTIONS AND WATER METERS

A. Service connections and water meter details and boxes as indicated.

2.18 VALVE BOXES, METER BOXES, FRAMES AND COVERS

A. Water Valve Box: Provide pre-cast concrete valve box for each buried valve. Provide box with steel or cast-iron traffic cover marked “WATER”. Christy Model G5 with G5C cover or approved equal.

B. Valve or Meter Boxes: Contractor shall verify box size required for water system appurtenances as shown in the Construction Documents. Provide a precast concrete utility box for each buried appurtenance. Provide a traffic-rated lid for H20 loading. A non-traffic rated lid may be used for boxes located in landscape areas. Christy, or approved equal.

2.19 BACKFLOW PREVENTER - REDUCED PRESSURE PRINCIPLE ASSEMBLIES (RPPA)

A. Provide RPPA consisting of two independently operating check valves with a pressure differential relief valve located between the two check valves, two shut-off valves and four test cocks. RPPA shall be tamper-proof and conform to AWWA C511. Valve shall have an outside screw (OS) gate valve on inlet and outlet, and strainer on inlet. Include test cocks and pressure-differential relief valve with ASME A112.1.2 air gap fitting located between 2 positive-seating check valves for continuous-pressure application.

B. Body:
   1. 2 inch and Smaller: Bronze with threaded ends
   2. 2 ½ inch and Larger: Bronze, cast iron steel, or stainless steel with flanged ends

C. Interior Lining: AWWA C550, epoxy coating for cast iron or steel bodies

D. Interior Components: Corrosion-resistant materials

E. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
   1. Cla-Val Company
   2. Ames Company
   3. Febco, CMB Industries, Inc.
   4. Hersey Products, Inc.
   5. Watts
   6. Zurn/Wilkins, or approved equal

2.20 BACKFLOW PREVENTER - DOUBLE CHECK DETECTOR ASSEMBLY (DCDA)

A. Provide a cast-iron body DCDA consisting of mainline double check assemblies in parallel with a bypass double check and meter assembly, two shut-off valves and four test cocks. DCDA shall be tamper-proof and conform to AWWA C510. FM approved or UL listed, with outside screw and yoke (OS&Y) gate valve on inlet and outlet, and strainer on inlet. Include two positive-seating check valves and test cocks, and bypass with displacement-type water meter, valves, and double-check backflow preventer, for continuous pressure application.

B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
   1. Cla-Val Company
   2. Ames Company
   3. Febco, CMB Industries, Inc.
   4. Hersey Products, Inc.
   5. Zurn/Wilkins, or approved equal

2.21 POST INDICATOR VALVE

A. General: UL 789, FM approved, vertical-type, cast-iron body with operating wrench extension rod, and adjustable cast-iron barrel of length required for depth of bury of valve. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
   1. Mueller Company
   2. Clow Corporation
   3. American Cast Iron Company

2.22 FIRE DEPARTMENT CONNECTION

A. Exposed, sidewalk or Freestanding Type Fire Department Connection: UL 405, cast brass body with threaded inlets according to NFPA 1963 and matching local fire department hose threads and threaded bottom outlet. Include lugged caps, gaskets and chains; lugged swivel connections and drop clapper for each hose-connection inlet; 18-inch-high brass sleeve; and round escutcheon plate. Number of inlets shall be as shown on the Plans. Clapper and spring check inlets shall each have a minimum capacity of 250 gpm and be furnished with a cap and chain. Outlet shall be sized for simultaneous use of all inlets. Connection shall be branded “Building XX”.
   1. 2-Way FDC: Connection shall conform to UL 405 or FM 1530. Elkhart, Croker, or approved equal.
   2. 3-Way FDC: Connection shall be subject to approval by the local water department or fire marshal. Elkhart, Croker, Potter-Roemer or approved equal.

3. 4-Way FDC: Connection shall conform to UL 405. Potter-Roemer, Croker, or approved equal.
4. 6-Way FDC: Connection shall be subject to approval by the local water department or fire marshal. Croker, Potter-Roemer or approved equal.

2.23 FIRE HYDRANTS

A. Provide two 2-½-inch and one 4-½-inch outlets, with a 6-inch nominal inside diameter inlet and break-away type bolts. Hydrant shall have a working pressure of 250 psi and shall conform to AWWA C502 or C503, and be UL listed and FM approved. Provide hydrants of one manufacturer. Clow model 960 series or approved equivalent, subject to approval of the Owner and fire marshal.

2.24 THRUST BLOCKS

A. Use concrete conforming to ASTM C94 having a minimum compressive strength of 2,500 psi at 28 days; or use concrete of a mix not leaner than one part cement, 2 ½ parts sand, and 5 parts gravel, having the same minimum compressive strength.

B. Provide thrust blocks or mechanical pipe restraints at all fittings and changes in angle, alignment or elevation.

C. Where depth or location of existing structures prohibit the use of standard thrust blocks, gravity blocks may be used.

2.25 TAPPING SLEEVES AND TAPPING VALVES

A. Tapping sleeves shall be epoxy coated and furnished with stainless steel washers, nuts and bolts. Mueller H-615 and H-619, Ford, or approved equal.

B. Tapping valves shall have flanged inlet, Class 125, conforming to ASME B16.1 and furnished with stainless steel washers, nuts and bolts. Tapping valves shall be constructed with a mechanical joint outlet. Mueller T-687, T-642, T-681, or approved equal.

2.26 SERVICE SADDLES AND CORPORATION STOPS

A. Service Saddles: Saddles shall conform to AWWA C800 and NSF 61.
1. For DIP: Provide bronze or stainless-steel body, double strap type with a 200 psi, maximum working pressure. Mueller BR2 Series, Ford, or approved equal.
2. For PVC: Provide bronze body, wide strap type. Mueller H-13000 Series, Ford, or approved equal.
3. For PE: Per manufacturer's recommendations.

B. Corporation Stops: Provide ground key type; bronze conforming to ASTM B61 or ASTM B62, for a working pressure of 100 psi and suitable for the working pressure of the system.
1. Ends shall be suitable for adjoining pipe and connections, solder-joint, or flared tube compression type joint.
2. Threaded ends shall conform to AWWA C800.
3. Coupling nut for connection to flared copper tubing shall conform to ASME B16.26.
4. Mueller H-15000 Series with "CC" threads and a copper flare straight connection outlet, Ford, or approved equal.

2.27 IDENTIFICATION MATERIALS AND DEVICES

A. Warning Tape: Provide warning tape consisting of metallic foil bonded to solid blue plastic film not less than 3 inches wide. Film shall be inert polyethylene plastic. Film and foil shall each not be less than 1 mil thick. The tape continuously shall have printed black letter, not less than ¾ inch high, message reading "CAUTION: WATER MAIN BELOW".

B. Tracer Wire for Nonmetallic Piping: Provide 12 guage, coated copper or aluminum wire not less than 0.10 inch in diameter, with blue THW, THWN, or THHN rated insulation, in sufficient length to be continuous over each separate run of nonmetallic pipe. Wire shall be tied in at all valves.

PART 3 - EXECUTION

3.1 PIPE INSTALLATION

A. Pipe Depth and Trench Configuration: Conform to elevations, profiles and typical trench section(s) shown on the Plans.

B. Excavation, Bedding, Backfill, and Compaction: Section 31 21 00 – Utility Trenching and Backfill.

C. Handling: Carefully handle during loading, hauling, unloading and placing operations to avoid breakage or damage. Use strap type slings for lifting and placing; no chains or hooks will be permitted. Comply with manufacturer's recommendations.

D. Pipe laying and jointing:
1. Provide proper facilities for lowering sections of pipe into trenches.
2. Do not drop or dump pipe, fittings, valves, or any other water line material into trenches.
3. Cut pipe accurately to length established at the site and work into place without springing or forcing. Replace any pipe or fitting that does not allow sufficient space for proper installation of jointing material.
4. Blocking or wedging between bells and spigots will not be permitted. Lay bell-and-spigot pipe with the bell end pointing in the direction of laying.
5. Grade the pipeline in straight lines; avoid the formation of dips and low points.
6. Support pipe at proper elevation and grade.
7. Provide secure firm, uniform support. Wood support blocking will not be permitted.
8. Lay pipe so that the full length of each section of pipe and each fitting rests solidly on the pipe bedding; excavate recesses to accommodate bells, joints, and couplings.
9. Provide anchors and supports where indicated and where necessary for fastening work into place.
10. Make proper provision for expansion and contraction of pipelines.
11. Keep trenches free of water until joints have been properly made.
12. Do not lay pipe when conditions of trench or weather prevent proper installation.
13. All fittings shall be blocked with appropriately sized thrust blocks as shown on the Plans.

E. Installation of Tracer Wire:
   1. Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe.
   2. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.
   3. Form a mechanically and electrically continuous line throughout the pipeline, extending to the nearest valve or other pipeline appurtenance. Extend the wire up the outside of the valve box/riser and cut a hole that is 8 inches from the top, extend a 12-inch wire lead to the inside of the box. At other pipeline appurtenances, terminate the 12-inch wire lead inside the enclosure.
   4. Splice wire with a splicing device consisting of and electro-tin plated seamless copper sleeve conductor. Install as recommended by the manufacturer. Wrap splices and damaged insulation with electrician's tape.

F. Installation of Warning Tape
   1. Install tape approximately 1 foot above and along the centerline of the pipe.
   2. Where tape is not continuous, lap tape ends a minimum of 2 feet.

G. Curved Alignment: When necessary to conform to the alignment specifically indicated, lay pipe on a curved alignment by means of asymmetrical closure of joints or bending of the pipe barrel. If necessary, use shorter than the standard lengths of pipe to achieve curvature specified. Do not exceed the recommendations of the pipe manufacture for deflections at the joints or pipe bending.

H. Connections to Existing Lines:
   1. Make connections to existing water lines after approval is obtained and with a minimum interruption of service on the existing line.
   2. Make connections to existing lines under pressure in accordance with the recommended procedures of a manufacturer of pipe of which the line being tapped is made.

I. Closure: Close open ends of pipes and appurtenance openings at the end of each day's work or when work is not in progress.

3.2 INSTALLATION OF DUCTILE-IRON PIPING

A. Install pipe and fittings in accordance with requirements of AWWA C600 for pipe installation, joint assembly, valve-and-fitting installation, and thrust restraint.

B. Jointing:
   1. Provide push-on joints with the gaskets and lubricant specified for this type joint; assemble in accordance with the applicable requirements of AWWA C600 for joint assembly.
   2. Provide mechanical joints with the gaskets, glands, bolts, and nuts specified for this type joint; assemble in accordance with the applicable requirements of AWWA C600 for joint assembly and with the recommendations of AWWA C111.
   3. Provide flanged joints with the gaskets, bolts, and nuts specified for this type joint.
   4. Install flanged joints up tight; avoid undue strain on flanges, fittings, valves, and other equipment and accessories.
   5. Align bolt holes for each flanged joint.

6. Use full size bolts for the bolt holes; use of undersized bolts to make up for misalignment of bolt holes or for any other purpose will not be permitted.
7. Do not allow adjoining flange faces to be out of parallel to such degree that the flanged joint cannot be made watertight without over straining the flange.
8. Where flanged pipe and fitting have dimensions that do not allow the installation of a proper flanged joint as specified, replace it by one of proper dimensions.
9. Use set screwed flanges to make flanged joints where conditions prevent the use of full-length flanged pipe. Assemble in accordance with the recommendations of the set screwed flange manufacturer.
10. Provide insulating joints with the gaskets, sleeves, washers, bolts, and nuts previously specified for this type joint. Assemble insulating joints as specified for flanged joints. Bolts for insulating sleeves shall be full size for the bolt holes.
11. Ensure that there is no metal-to-metal contact between dissimilar metals after the joint has been assembled.

C. Exterior Protection: Completely encase buried ductile iron pipelines and underground appurtenances with polyethylene wrap. Install 8 mil linear low-density polyethylene (LLD) film or 4 mil high-density cross-laminated (HDCL) film per manufacturer's recommendations and in accordance with AWWA/ANSI C105/A21.5 and ASTM A674.

D. Pipe Anchorage: Provide concrete thrust blocks or restrained joints for pipe anchorage, except where metal harness is indicated on the Plans.

3.3 INSTALLATION OF POLYVINYL CHLORIDE PIPING

A. Comply with the recommendations for pipe installation, joint assembly and appurtenance installation in AWWA Manual M23.

B. Comply with the applicable requirements of AWWA C600 for joint assembly, and with the recommendations of Appendix A to AWWA C111.

C. Jointing:
1. Provide push-on joints with the elastomeric gaskets specified for this type joint, using either elastomeric-gasket bell-end pipe or elastomeric-gasket couplings.
2. For pipe-to-pipe push-on joint connections, use only pipe with push-on joint ends having factory-made bevel.
3. For push-on joint connections to metal fittings, valves, and other accessories, cut spigot end of pipe off square and re-bevel pipe end to a bevel approximately the same as that on ductile-iron pipe used for the same type of joint.
4. Use an approved lubricant recommended by the pipe manufacturer for push-on joints.
5. Assemble push-on joints for connection to fittings, valves, and other accessories in accordance with the applicable requirements of AWWA C600 for joint assembly.
6. Make compression-type joints/mechanical-joints with the gaskets, glands, bolts, nuts, and internal stiffeners previously specified for this type joint. Cut off spigot end of pipe for compression-type joint or mechanical-joint connections and do not re-bevel.
7. Assemble joints made with sleeve-type mechanical couplings in accordance with the recommendations of the coupling manufacturer using internal stiffeners as previously specified for compression-type joints.

D. Pipe Anchorage:
1. Provide concrete thrust blocks or restrained joints for pipe anchorage, except where metal harness is indicated on the Plans.

3.4 INSTALLATION OF POLYETHYLENE PIPING

A. Install pipe, fittings, and appurtenances in accordance with manufacturer's recommendations.

B. Jointing:
1. Provide mechanical joints, compression fittings, or flanges as recommended by the manufacturer.
2. Jointing shall be performed using proper equipment and machinery by trained and certified personnel.
3. Joints, fittings and tools shall be clean and free of burrs, oil, and dirt.
4. Butt fusion:
   a. Pipe ends shall be faced to establish clean, parallel mating surfaces.
   b. Align and securely fasten the components to be joined squarely between the jaws of the joining machine.
   c. Heat the ends of the pipe to the pipe manufacturer's recommended temperature interface pressure and time duration. A pyrometer or other surface temperature measuring device should be used to ensure proper temperature of the heating tool. Temperature indicating crayons shall not be used on a surface which will come into contact with the pipe or fitting.
   d. Prevent molten plastic from sticking to the heater faces. Molten plastic on the heater faces shall be removed immediately according to the tool manufacturer's instructions.
   e. Bring the molten ends together with sufficient pressure to properly mix the pipe materials and form a homogeneous joint. Hold the molten joint under pressure until cooled adequately to develop strength. Refer to the manufacturer's recommendations for temperature, pressure, holding, and cooling times.
   f. Remove the inside bead from the fusion process using Manufacturer's recommended procedure.
5. Socket fusion:
   a. Mixing manufacturers' heating tools and depth gauges will not be allowed unless the tools conform to ASTM F1056.
   b. Pipe ends shall be faced square to establish clean, parallel mating surfaces.
   c. Clamp the cold ring on the pipe at the proper position using a depth gauge.
   d. Heat the tool to the pipe manufacturer's recommended temperature. A pyrometer or other surface temperature measuring device should be used to ensure proper temperature. Temperature indicating crayons shall not be used on a surface which will come into contact with the pipe or fitting.
   e. Follow manufacturer's recommendations for bringing the hot tool faces into contact with the outside surface of the end of the pipe and the inside surface of the socket fitting.
   f. Simultaneously remove the pipe and fitting from the tool.

g. Inspect the melt pattern for uniformity and immediately insert the pipe squarely and fully into the socket of the fitting until the fitting contacts the cold ring. Do not twist the pipe or fitting during or after the insertion.
h. Hold or block the pipe in place during cooling.

6. Electrofusion:
   a. Unless the operation is for a saddle-type electrofusion joint, pipe ends shall be faced square to establish clean, parallel mating surfaces.
   b. Clamp the pipe and fitting at the proper position in the fixture.
   c. Connect the electrofusion control box to the fitting and to the power source. Apply the electric current using manufacturer's instructions.
   d. Allow the joint to cool before removing the clamping fixtures.

3.5 INSTALLATION OF VALVES

A. Gate Valves
   1. Install gate valves conforming to AWWA C500 and UL 262 in accordance with the requirements of AWWA C600 for valve-and-fitting installation and with the recommendations of the Appendix (Installation, operation, and Maintenance of Gate Valves) to AWWA C509.
   2. Install gate valves conforming to AWWA C509 in accordance with the requirements of AWWA C600 for valve-and-fitting installation and with the recommendations of the Appendix (Installation, Operation, and Maintenance of Gate Valves) to AWWA C509.
   3. Install gate valves on PVC water mains in addition in accordance with the recommendations for appurtenance installation in AWWA Manual M23.

B. Butterfly Valves: Install butterfly valves in accordance with the applicable requirements of Appendix A of AWWA C504.

C. Check Valves: Install check valves in accordance with the applicable requirements of AWWA C600 for valve-and-fitting installation, except as otherwise indicated.

D. Joints:
   1. Valves on DI, PE and PVC Pipe: Mechanical joint valves for buried locations. Flanged-end valves for installation in vaults/pits.
   2. Valves on Steel Pipe: As indicated for buried locations. Flanged-end valves for installation in vaults/pits.

3.6 INSTALLATION OF VALVE AND METER BOXES

A. Boxes shall be centered over the appurtenance so as not to transmit shock or stress. Covers shall be set flush with the surface of the finished pavement, or as shown on the Plans. Backfill shall be placed around the boxes and compacted to the specified level in a manner that will not damage or displace the box from proper alignment or grade. Misaligned boxed shall be excavated, plumbed, and backfilled at no additional cost to the Owner.

3.7 INSTALLATION OF FIRE HYDRANTS

A. Install fire hydrants, except for metal harness, plumbed vertical, in accordance with AWWA C600 for hydrant installation and as indicated.

B. Provide and assemble joints as specified for making and assembling the same type joints between pipe and fittings. Hydrants shall be set so that mounting bolts clear the top of finished grade by three inches so bolts may be easily replaced if needed.

C. Provide metal harness as specified under pipe anchorage requirements for the respective pipeline material to which hydrant is attached.

3.8 SERVICE LINE CONNECTIONS TO WATER MAINS

A. Connect service lines of size shown on plans to the main with a rigid connection or a corporation stop and gooseneck. Install a gate valve on the service line.

B. Connect service lines to ductile-iron water mains in accordance with AWWA C600 for service taps.

C. Connect service lines to PVC plastic water mains in accordance with the recommendations of AWWA Manual M23.

3.9 INSTALLATION OF BACKFLOW PREVENTERS

A. Backflow devices shall be installed horizontal and level, with three feet minimum clearances from obstructions.

3.10 ANCHORAGE INSTALLATION

A. Mechanically Restrained Joints: Install where indicated for lengths indicated in accordance with manufacturer's instructions.

B. PCC Thrust Blocks: Install where required and as indicated. Bearing area indicated is to be against undisturbed earth. Allow a minimum of 24 hours curing time before introducing water into the pipeline and allow a minimum of 7 days curing time before pressure testing.

3.11 CONNECTION TO EXISTING

A. Contractor shall submit a work plan delineating the work sequence and duration of each task.

B. The Contractor to submit a contingency plan in case work extends beyond the allowable shutdown duration

C. Contractor to notify Owner 48 hours prior to shut down.

D. Prior to shut down the Contractor shall have the following:
1. Approved submittals for the work to be done
2. Approved work plan
3. Approved contingency plan
4. The material, tools and equipment necessary to do the work, including pumps, generator, lighting, etc.

E. No work shall be done within two weeks from a wet weather event.

F. Contractor to check the weather (NOAA website) and plan work during dry weather period.

3.12 HYDROSTATIC PRESSURE AND LEAKAGE TEST

A. General:
1. Provide all necessary materials and equipment, including water.
2. Backfill all trenches sufficient to hold pipe firmly in position.
3. Allow time for thrust blocks to cure prior to testing.
4. Flush all pipes prior to testing to remove all foreign material.
5. Perform pressure and leakage test concurrently.
6. Apply test pressure by means of a pump connected to the pipe.
7. Base test pressure on the elevation of the lowest point in the line.
8. Fill each closed valve section or bulk-headed section slowly. Expel air from section being tested by means of permanent air vents installed at high points or by means of temporary corporation cocks installed at such points. Remove and plug the temporary corporation cocks at the conclusion of the test.
9. Ensure the release of air from the line during filling and prevent collapse due to vacuum when dewatering the line.
10. The pressure test on mortar-lined pipe shall not begin until the pipe has been filled with water for at least 24 hours to allow for absorption in the cement mortar lining.
11. Allow the system to stabilize at the test pressure before conducting the leakage test.
12. Do not operate valves in either the opening or closing direction at differential pressures above the valves rated pressure.
13. Maintain test pressure as specified for type of pipe being tested.
14. Pressure Test: Examine any exposed pipe, fittings, valves, hydrants and joints during the test, if no leaks are observed the section of line has passed the pressure test. If leaks are observed, repair any damaged or defective pipe, fittings, valves, or hydrants, and repeat the pressure test.
15. Leakage Test: Perform as specified hereafter for the type of pipe being installed.

B. Preparation for Test
1. Vents shall be provided at the high points of the system and drains provided where means of venting or draining do not exist.
2. Remove or block off, all relief valves, rupture discs, alarms, control instruments, etc. that shall not be subjected to the test pressure.
3. All discs, balls, or pistons from check valves shall be removed if they interfere with filling of the system. Open all valves between inlet and outlet of the section to be tested.
4. Connect pump and provide temporary closures for all of the external openings in the system. Use caution to ensure that the closures are properly designed and strong enough to withstand the test pressure.
5. A joint previously tested in accordance with this specification may be covered or insulated.
6. Expansion joints shall be provided with temporary restraint for additional pressure under test or shall be isolated from the test.
7. Flanged joints, where blanks are inserted to isolate equipment during the test, need not be tested.

C. DIP Leakage Test: Perform in accordance with AWWA C600. Selected requirements of AWWA C600 are repeated as follows:
1. The pipe shall be subjected to a hydrostatic pressure of 50 percent above the normal operating pressure, or 150 psi, whichever is greater. In no case shall the pressure be allowed to exceed the design pressure for pipe, appurtenances, or thrust restraints.

2. Maintain the test pressure, +/- 5 psi, for a minimum of four hours.
3. No piping will be accepted if the leakage is greater than that determined by the following formula:

   L = (S x D x P1/2)/133,200

   L = Allowable leakage, gallons per hour.
   S = Length of pipe tested, feet.
   D = Nominal diameter of pipe, inches.
   P = Average test pressure during the leakage test, pounds per square inch (gauge).

D. PE Pipe Leakage Test:
1. The pipe shall be subjected to a hydrostatic pressure of 50 percent above the normal operating pressure, or 150 psi, whichever is greater. In no case shall the pressure be allowed to exceed the design pressure for pipe, appurtenances, or thrust restraints.
2. Apply the test pressure and allow the pipe to stand, without makeup pressure, for sufficient time to allow for diametric expansion or pipe stretching to stabilize, approximately two to three hours.
3. After the above stabilization has occurred, return the section being tested to the test pressure. Hold the test pressure for four hours. If the pressure in the test section drops, and it is determined the drop may be the result of expansion resulting from increasing temperature, a limited amount of additional water may be added to bring the pressure back to the test pressure. Allowable amounts of make-up water, to compensate for expansion due to increasing temperature, are as shown in the following table. Make-up water is only allowed during this final test period and not during the initial stabilization described in the previous paragraph. If the additional water added is less than the allowable shown in the table and there are no visual leaks or significant pressure drops, the tested section passes the test.

Nominal Pipe Size (in.)	Allowance for Expansion (U.S. Gals./100 Feet of Pipe) 1-Hour Test	2-Hour Test	3-Hour Test
3	0.10	0.15	0.25
4	0.13	0.25	0.40
6	0.30	0.60	0.90
8	0.50	1.0	1.50
10	0.75	1.3	2.1
11	1.0	2.0	3.0
12	1.1	2.3	3.4
14	1.4	2.8	4.2
16	1.7	3.3	5.0
18	2.2	4.3	6.5
20	2.8	5.5	8.0
22	3.5	7.0	10.5
24	4.5	8.9	13.3
28	5.5	11.1	16.8
32	7.0	14.3	21.5
36	9.0	18.0	27.0
40	11.0	22.0	33.0
48	15.0	27.0	43.0

E. PVC Pipe Leakage Test: Perform in accordance with AWWA M23. Selected requirements of AWWA M23 are repeated as follows:
   1. The pipe shall be subjected to a hydrostatic pressure of 50 percent above the normal operating pressure, or 150 psi, whichever is greater. In no case shall the pressure be allowed to exceed the design pressure for pipe, appurtenances, or thrust restraints.
   2. Maintain the test pressure, +/- 5 psi, for a minimum of four hours.
   3. No piping will be accepted if the leakage is greater than that determined by the following formula:

      L = (N x D x P1/2)/7,400

      L = Allowable leakage, gallons per hour.
      N = Number of joints in the length of the pipeline tested.
      D = Nominal diameter of pipe, inches.
      P = Average test pressure during the leakage test, pounds per square inch (gauge).

F. Cement Mortar Lined and Coated Steel Pipe Leakage Test: Perform in accordance with AWWA M11. Selected requirements of AWWA M11 are repeated as follows:
   1. All pipelines shall be tested by subjecting each section to a pressure, measured at the lowest end of the section, of at least 150 percent of the class rating or design pressure of the pipe under test. In no case shall the pipe be tested at less than 150 psi, nor shall the pressure be allowed to exceed the design pressure for pipe, appurtenances, or thrust restraints.
   2. Maintain the test pressure, +/- 5 psi, for a minimum of four hours.
   3. There shall be no significant leakage for pipe with welded joints or mechanical couplings.
   4. For pipe joined with O-ring rubber gaskets, a leakage of 25 gallons per inch of diameter per mile per 24 hours is allowed.

3.13 CLEANING

A. At the conclusion of the work, thoroughly clean all pipelines by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material which may have entered the pipes during the construction period. Debris cleaned from the lines shall be removed from the low end of the pipeline. If after this cleaning, obstructions remain, they shall be removed. After the pipelines are cleaned and if the groundwater level is above the pipe or following a heavy rain, the Owner will examine the pipes for leaks. If any further defective pipes or joints are discovered, the Contractor shall repair them. Finished paving shall not be installed prior to completion of all cleaning and testing.

3.14 DISINFECTION OF PIPELINES

A. After completion of the hydrostatic test, the mains shall be thoroughly flushed with a minimum pipe velocity of 2.5 fps and chlorinated in accordance with the latest revision of AWWA 651, Standards of Disinfecting Water Mains. Any one of the methods therein described may be used, with the additional requirement of 50 ppm chlorination minimum initial application. At the end of the contact period, the mains shall again be flushed, and bacteriological samples taken.

B. If necessary, the Contractor shall provide, at his expense, outlets from which to take the samples. The location of the chlorination and sampling points will be determined by the Owner in the field. Taps for chlorination and sampling shall be installed. The Contractor shall uncover and backfill the taps as required.

C. Disinfection of tie-ins shall be performed by the Contractor by swabbing with chlorine or by other approved methods. Following a tie-in, the area affected by the tie-in shall be thoroughly flushed and bacteriological samples will be taken as deemed necessary.

D. All treated water flushed from the lines shall be dechlorinated and disposed of by discharging to the locations identified in the Plans, or by other approved means. No discharge of chlorinated water to any storm sewer or natural water course will be allowed, unless properly dechlorinated.

E. The Contractor shall rechlorinate and retest any lines that do not meet the requirements of the above testing. The line shall not be placed in service until the requirements of the State Public Health Department are met.

3.15 BACTERIOLOGICAL TESTING

A. Samples shall be gathered and tests conducted at the expense of the Contractor by a laboratory approved by the Owner.

B. Water samples are to be taken at representative points no less than one test per 500 feet of pipe, plus one test at each end of the pipe: or as required by the Owner.

C. After the samples have passed the bacteriological testing, the Contractor will be notified and arrangements can be made to make tie-ins and connections to house services.

D. Each water sample will have passed the bacteria tests if they show zero total coliform per 100 ml and not more than 50 non-sheen bacteria per 100 ml, and when the turbidity is no greater than the source water.

E. Samples shall be taken no sooner than 24 hours after final flushing.

F. Jumpers and/or plates shall be pulled within 14 days of the notification of a successful test, or new bacteria samples will have to be taken.

G. Follow-up bacteriological testing shall take place after tie-ins have been made and shall meet the same passing requirements as the initial tests.

END OF SECTION 331000

SECTION 334100 - STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Roadway and/or site storm drainage system up to five feet of any on-site building

1.2 RELATED SECTIONS

A. Section 31 21 00, Utility Trenching and Backfill

B. Section 32 13 18, Cement and Concrete for Exterior Improvements

1.3 RELATED DOCUMENTS

A. AASHTO
1. M199: Precast Reinforced Concrete Manhole Sections
2. M252: Corrugated Polyethylene Drainage Pipe
3. M294: Corrugated Polyethylene Pipe, 12-to-604-inch Diameter

B. ASTM
1. A74: Cast Iron Soil Pipe and Fittings
2. A615: Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
3. C143: Standard Test Method for Slump of Hydraulic-Cement Concrete
4. C443: Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
5. C478: Circular Precast Reinforced Concrete Manhole Sections
6. C564: Rubber Gaskets for Cast Iron Soil Pipe and Fittings
7. C923: Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals
8. C1173: Flexible Transition Couplings for Underground Piping Systems
9. D1785: Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
10. D2321: Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications
11. D2564: Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems
12. D3034: Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
13. D4101: Propylene Injection and Extrusion Materials
14. F477: Elastomeric Seals (Gaskets) for Joining Plastic Pipe
15. F656: Primers for Use in Solvent Cement Joints of Poly(Vinyl Chloride) (PVC) Plastic Pipe and Fittings
16. F679: Poly(Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings
17. F1336: Poly(Vinyl Chloride) (PVC) Gasket Sewer Fittings

C. AWWA
1. C104: Cement-Mortar Lining for Ductile-Iron Pipe and Fittings
2. C105: Polyethylene Encasement for Ductile-Iron Pipe Systems
3. C110: Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In. for Water
4. C111: Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
5. C115: Flanged Ductile-Iron Pipe With Ductile-Iron or Gray-Iron Threaded Flanges
6. C116: Protective Fusion-Bonded Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings
7. C150: Thickness design of Ductile Iron Pipe
8. C151: Ductile-Iron Pipe, Centrifugally Cast
9. C153: Ductile-Iron Compact Fittings
10. C219: Bolted, Sleeve-type Couplings for Plain-End Pipe
11. M41: Ductile Iron Pipe and Fittings

D. Caltrans Standard Specifications, 2015
1. Section 51, Concrete Structures
2. Section 52, Reinforcement
3. Section 65, Concrete Pipe
4. Section 66, Corrugated Metal Pipe
5. Section 70, Miscellaneous Drainage Facilities
6. Section 72, Slope Protection
7. Section 75, Miscellaneous Metal
8. Section 90, Concrete

E. Caltrans Standard Plans, 2015
1. Plan D94A: Metal and Plastic Flared End Sections
2. Plan D94B: Concrete Flared End Sections
3. Plan D97A: Corrugated Metal Pipe Coupling Details No. 1, Annular Coupling Band Bar and Strap and Angle Connection
4. Plan D97C: Corrugated Metal Pipe Coupling Details No. 3, Helical and Universal Couplers
5. Plan D97D: Corrugated Metal Pipe Coupling Details No. 4, Hugger Coupling Bands
6. Plan D97E: Corrugated Metal Pipe Coupling Details No. 5, Standard Joint
7. Plan D97F: Corrugated Metal Pipe Coupling Details No. 6, Positive Joint
8. Plan D97G: Corrugated Metal Pipe Coupling Details No. 7, Downdrain
9. Plan D98A: Slotted Corrugated Steel Pipe Drain Details
10. Plan D98B: Slotted Corrugated Steel Pipe Drain Details

1.4 DEFINITIONS

A. AASHTO: American Association of State Highway and Transportation Officials

B. ASTM: American Society for Testing Materials

C. AWWA: American Water Works Association

D. CMP: Corrugated metal pipe

E. DIP: Ductile iron pipe

F. HDPE: High-density polyethylene

G. NPS: Nominal pipe size

H. PE: Polyethylene

I. PVC: Polyvinyl Chloride

J. RCP: Reinforced concrete pipe

1.5 SUBMITTALS

A. Follow submittal procedure outlined in Section 01 10 00, Supplemental General Requirements.

B. Product data for the following:
1. Piping materials and fittings
2. Special pipe couplings
3. Polymer-concrete, channel drainage systems (trench drains)
4. Joint sealants
5. Plastic area drains
6. Cleanout plugs or caps
7. Precast concrete catch basins, inlets, curb inlets, junction structures and area drains, including frames and grates
8. Precast clean out boxes and box covers
9. Concrete, metal and plastic flared end sections

C. Shop drawings: Include plans, elevations, details and attachments for the following:
1. Precast concrete manholes, frames and covers

D. Design Mix Reports and Calculations: For each class of cast in place concrete

E. Field Test Reports: Indicate and interpret test results for compliance with performance.

1.6 DELIVERY, STORAGE AND HANDLING

A. Delivery and Storage
1. Piping: Inspect materials delivered to site for damage; store with minimum of handling. Store materials on site in enclosures or under protective coverings. Store plastic piping and jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.
2. Metal Items: Check upon arrival; identify and segregate as to types, functions, and sizes. Store off the ground in a manner affording easy accessibility and not causing excessive rusting or coating with grease or other objectionable materials.

B. Handling
1. Handle pipe, fittings, and other accessories in such manner as to ensure delivery to the trench in sound undamaged condition. When handling lined pipe, take special care not to damage linings of pipe and fittings; if lining is damaged, make satisfactory repairs. Carry do not drag, pipe to trench.
2. Handle precast concrete pipe, manholes and other precast structures according to manufacturer's written instructions.
3. Protect imported bedding and backfill material from contamination by other materials.

PART 2 - PRODUCTS

2.1 CAST IRON PIPE AND FITTINGS: 2 INCH THROUGH 15 INCH

A. Hub and spigot, ASTM A74, service class

B. Gaskets: ASTM C564, rubber, compression type, thickness to match class of pipe

C. Special Pipe Coupling: ASTM C1173. Rubber or elastomeric sleeve and band assembly fabricated to match outside diameters of pipes to be joined

2.2 CORRUGATED METAL PIPE AND FITTINGS:

A. CMP pipe shall be in accordance to Caltrans Standard Specification Section 66

B. Bituminous Coating: Caltrans Standard Specification Section 66-1.02C

C. Bituminous Lining: Caltrans Standard Specification Section 66-1.02C

D. Bituminous Paving: Caltrans Standard Specification Section 66-1.02C

E. Corrugated Aluminum Pipe: Caltrans Standard Specification Section 66-1.02F

F. Corrugated Steel Pipe: Caltrans Standard Specification Section 66-1.02E

G. Slotted Corrugated Steel Pipe: Caltrans Standard Specification Section 66-2

H. Details: Caltrans Standard Plans D97A, D97C, D97D, D97E, D97F, D97G, D98A and D98B

2.3 DIP: SIZES 4 INCH THROUGH 48 INCH

A. Pipe conforming to AWWA C151 and C150

B. Pipe: Pressure Class Pressure Class: Minimum pressure class for size indicated [Check loading and determine wall thickness if pipe is deep or shallow with AASHTO H20 loading]

C. Pipe and Fitting Lining: Cement Mortar, AWWA C104

D. Pipe and Fitting Coating: Asphaltic, AWWA C151 or C115

E. Fittings
1. Standard: AWWA C110, sizes 4 inch through 48 inch
2. Compact: AWWA C153, sizes 4 inch through 24 inch
3. All fittings shall be fusion epoxy coated per AWWA C116

F. Exterior Soil Corrosion Protection for Pipe and Fittings: Polyethylene encasement, AWWA C105

G. Unrestrained Joints (Rubber Gasket Joints):
1. Push-On Bell and Spigot Joint: Provide shape of pipe ends and fitting ends, gaskets, and lubricant for joint assembly conforming to AWWA C111.
2. Mechanical Joint: Dimensional and material requirements for pipe ends, glands, bolts and nuts, and gaskets shall conform to AWWA C111.

H. Insulating Flanged Joints:
1. Provide a rubber-gasketed or other suitable approved type of insulating joint or dielectric coupling which will effectively prevent metal-to-metal contact at the joint between adjacent sections of dissimilar metals.
2. Provide joint of the flanged type with insulating gasket, insulating bolt sleeves, and insulating washers.
3. Provide gasket of the dielectric type, full face, as recommended in AWWA C115.
4. Provide bolts and nuts as recommended in AWWA C115.

I. Couplings:
1. Plain End Pipe to Plain End Pipe: Ductile iron or steel bolted couplings, manufacturer's shop coating with low alloy steel bolts and nuts. Steel couplings to conform to AWWA C219. Smith-Blair, Inc., Dresser, or approved equal.
2. Plain End Pipe to Flanged Pipe: 1) Ductile iron or steel bolted flanged coupling adapters, manufacturer's shop coating with low alloy steel bolts and nuts. Steel flanged couplings to conform to AWWA C219. Smith-Blair, Inc., Dresser, or approved equal.

2.4 PE PIPE AND FITTINGS (HDPE): 4 INCH THROUGH 10 INCH

A. Pipe shall be in accordance with AASHTO M252 Type S, smooth interior and corrugated exterior

B. Bell and spigot joints

C. Bell and Spigot Joint Gasket: Elastomeric seal, ASTM F477

D. Couplings: AASHTO M252, corrugated band type, engage a minimum of 4 corrugations, 2 on each side of pipe joint

2.5 PE PIPE AND FITTINGS (HDPE): 12 INCH THROUGH 48 INCH

A. Pipe shall be in accordance to AASHTO M294. Type S, smooth interior and corrugated exterior.

B. Bell and spigot joints

C. Bell and Spigot Joint Gasket: Elastomeric seal, ASTM F477

D. Couplings: AASHTO M252, corrugated band type, engage a minimum of 4 corrugations, 2 on each side of pipe joint

2.6 PVC PIPE AND FITTINGS-SMALLER THAN 4 INCH

A. Pipe shall be in accordance to ASTM D1785, Schedule 40. [Check external load and laying condition, schedule 80 and 120 are also available if stronger pipe is required.]

B. Joints: Solvent Cement, ASTM D2564

C. Include primer according to ASTM F656

D. Special Pipe Coupling: ASTM C1173. Rubber or elastomeric sleeve and band assembly fabricated to match outside diameters of pipes to be joined.

2.7 PVC PIPE, 4 INCH AND LARGER

A. Pipe
1. 4 inch through 15 inch: ASTM D3034, SDR 35
2. 18 inch through 36 inch: ASTM F679, T-1 wall

B. Bell and spigot joints

C. Fittings:
1. 4 inch through 27 inch: ASTM F1336
2. 30 inch through 36 inch: ASTM D3034, SDR 35

D. Joint Gasket: Elastomeric seal, ASTM F477

E. Special Pipe Coupling: ASTM C 1173. Rubber or elastomeric sleeve and band assembly fabricated to match outside diameters of pipes to be joined

2.8 REINFORCED CONCRETE PIPE

A. Designated by Class, rubber gasketed joints, Type II or V cement
   1. Circular Reinforced Concrete Pipe: Caltrans Standard Specification Section 65-2.02C(2). Class III
   2. Oval shaped (Elliptical) Reinforced Concrete Pipe: Caltrans Standard Specification Section 65-2.02D. Class HE-III and VE-III

B. Rubber Gasketed Joints: Caltrans Standard Specification Section 65-2.02F

C. Special Pipe Couplings: Portland cement collar as indicated

2.9 PIPE ANCHORS

A. General: Location, configuration bearing area, etc. as indicated

B. Portland Cement Concrete: Section 32 13 18, Cement and Concrete for Exterior Improvements

2.10 PIPE CLEANOUTS

A. Piping: Same as storm drain line if possible

B. Top Plug or Cap: Same material as piping if possible. Plug or cap to be secure but removable, threaded or non-threaded.

C. Box Size: As required to provide access and allow easy removal and reinstallation of cap

D. Box Types
   1. Non-Traffic Areas: Portland cement concrete box and box cover, light duty
   2. Traffic Areas: Portland cement concrete box and box cover or steel or cast-iron cover, heavy duty, both box and cover to be rated for AASHTO H20 loading

E. Box Cover Markings: “S.D.,” unless otherwise specified

F. Available Manufacturers: Subject to compliance with requirements, box manufacturers offering products that may be incorporated into the Project include, but are not limited to the following:
   1. Associated Concrete Products, Inc.
   2. Brooks Products Inc.
   3. OldCastle Precast/Christy Concrete Products, Inc.

2.11 AREA DRAINS

A. Grate and Riser: Area drain shall be as manufactured by Nyloplast or approved equal. Riser shall be constructed of 6-inch PVC SDR 35 piping per paragraph 2.1(A) of this section and connected to area drain by a gasket joint. Riser shall be vertical except as otherwise noted in the plans. Riser may include a reducer if necessary to make connection to the storm drain line.

B. Elevation and Grading: Area Drain rim elevation shall be set and area around area drain shall be graded to drain away from any adjacent structures, walks, or roadways and towards area drain.

2.12 CURB INLETS, CATCH BASINS, DROP INLETS, JUNCTION STRUCTURES, AREA DRAINS, ETC.

A. General: Size, shape, configuration, depth, etc. of structure and frame, grate, or cover shall be as indicated.

B. Portland Cement Concrete and Reinforcing: Section 32 13 18, Cement and Concrete for Exterior Improvements.

C. Precast Structure: Rate for AASHTO H20 loading in traffic areas.

D. Steps: ASTM C 478 or AASHTO M199. Manufacture from deformed, ½ inch steel reinforcement rod complying with ASTM A615 and encased in polypropylene complying with ASTM D4101. Include pattern designed to prevent lateral slippage off step. Acceptable manufacturer is Hanson Concrete Products, (Milpitas, CA) (Tel 408-262-1091).

E. Frames, Grates and Covers: Caltrans Standard Specification Section 75-1.02, 75-1.02.B and 75-2
1. Galvanize steel frames, grates and covers
2. Grates and covers shall be non-rocking
3. Rate for AASHTO H20 loading in traffic areas

2.13 MANHOLES

A. Manholes shall be pre-cast concrete of the size and shape shown on the Plans and shall conform to ASTM C478. Equivalent poured-in-place structures may be used at the Contractor's option. Concrete shall consist of Caltrans Type I/II cement. Rate for AASHTO H20 loading in traffic areas.

B. All interior concrete surfaces shall be coated with "Xypex Crystalline" or approved equivalent. Use of a water-resistant admix is acceptable, at Contractor option.

C. Frames and Covers: As indicated and in accordance with Caltrans Standard Specification Section 75-2.02B. Manhole covers shall have the words "STORM DRAIN" in letters not less than 2 inches cast into the cover. The clear opening for all manhole covers shall be 24 inches.

D. Frames and lids for manholes shall be match-marked in pairs before delivery to the job site. The lids shall fit into their frames without rocking.

E. Reinforcing Bars: Reinforcing bars shall be of intermediate grade billet steel conforming to ASTM A615 and shall be of the size shown on the Standard Details or in the Plans. Bars shall be of the round deformed type, free from injurious seams, flaws, or cracks, and shall be cleaned of all rust, dirt, grease and loose scales.

F. Portland Cement Concrete: Concrete for manhole bases, inlets, and other concrete structures shall conform to the requirements of Caltrans Standard Specifications Section 90 and as herein specified. The concrete shall be Class "A" containing six (6) sacks of portland cement per cubic yard of concrete. The grading of the combined aggregate shall conform with the CDT requirements of the three-quarter inch maximum. The consistency of the fresh aggregate shall be such that the slump does not exceed four inches, as determined by ASTM C143. The concrete shall have a minimum design compressive strength of 3,000 psi after 28 days.

G. Steps: ASTM C478 or AASHTO M199. Manufacture from deformed, ½ inch steel reinforcement rod complying with ASTM A615 and encased in polypropylene complying with ASTM D4101. Include pattern designed to prevent lateral slippage off step. Acceptable manufacturer is Hanson Concrete Products or approved equal.

2.14 JOINT SEALANT FOR PRECAST STRUCTURES AND MANHOLES

A. Mortar: Caltrans Standard Specification Section 51-1.02F
   1. Use to seal around pipes at connections to structures and manholes. Also use to seal joints between precast sections of structures and manholes.

B. Gaskets: Preformed flexible rubber or plastic gasket
   1. Rubber Gaskets: ASTM C443
   2. Plastic Gaskets: Federal Specification SS-S-00210 (GSA-FSS), Type I, Rope Form; or alternate standard which may exist. Acceptable material is "Ram-Nek," as manufactured by Henry Company, or approved equal.

2.15 PIPE TO STRUCTURE CONNECTOR/SEAL

A. A flexible pipe to manhole connector shall be used for all pipe penetrations to pre-cast and/or cast-in-place concrete structures.
   1. The seal shall provide a flexible, positive, watertight connection between pipe and concrete wastewater structures. The connector shall ensure that a seal is made between (1) the connector and the structure wall, and (2) between the connector and the pipe. The seal between the connector and the manhole wall shall be made by casting the connector integrally with the structure wall during the manufacturing process in such a manner that it will not pull-out during coupling. The seal between connector and pipe will be made by way of a stainless steel take down band compressing the gasket against the outside diameter of the pipe.
   2. The connector shall be molded from materials whose physical/chemical properties meet or exceed the physical/chemical resistant properties outlined in ASTM C923. The connector and stainless-steel hardware shall meet or exceed the performance requirements proscribed in ASTM C923.
   3. The connector shall be of size specifically designed for the pipe material being used and shall be installed in accordance with recommendations of the manufacturer.
   4. Connectors shall be Z-LOK or G3 connectors manufactured by A-LOK Products Inc. or approved equivalent.

2.16 POLYMER-CONCRETE TRENCH DRAINS

A. General: Modular system of precast, polymer-concrete channel sections, grates, and appurtenances; designed so grates fit into channel recesses without rocking or rattling. Include number of units required to form total length required.

B. Include the following components:

1. Channel Sections: Interlocking-joint, precast modular units with end caps. Inside width as indicated with deep, rounded bottom, with built in slope or flat invert as indicated and outlets in number, sizes, and locations indicated. Include extension sections necessary for required depth.
2. Frame and Grate: Gray iron, ductile iron or galvanized steel as indicated. Where drain is located in traffic areas, rate for AASHTO H20 loading.

C. Locking Mechanism: Manufacturer's standard device for securing grates to channel sections.

D. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
1. "Polydrain" by ABT Inc.
2. "ACO Drain" by ACO Polymer Products Inc. , or approved equal

2.17 METAL, CONCRETE OR PLASTIC FLARED END SECTIONS

A. General: Caltrans Standard Specification Section 70-5.02 and Caltrans Standard Plan D94A and D94B

2.18 SLOPE PROTECTION

A. Rock Slope Protection: Caltrans Standard Specification Section 72-2.02B
1. Fabric: Caltrans Standard Specification Section 72-2.02C

B. Concrete/Shotcrete Slope Protection: Caltrans Standard Specification Section 72-5
1. Bar Reinforcement: Caltrans Standard Specification Section 52-1.02B, minimum Grade 40
2. Welded Wire Fabric: Caltrans Standard Specification Section 52-1.02C. Use 6 x 6-W1.4 x W1.4 unless otherwise indicated.

C. Concreted-Rock Slope Protection: Caltrans Standard Specification Section 72-3

D. Sacked Concrete Slope Protection
1. Concrete: Section 32 13 18 Cement and Concrete for Exterior Improvements
2. Sacks: 10-ounce burlap measuring approximately 19.5 inches by 36 inches when empty and laid flat

2.19 CONCRETE/SHOTCRETE DITCH LINING

A. General: Caltrans Standard Specification Section 72-5.02
1. Bar Reinforcement: Caltrans Standard Specification Section 52-1.02B, minimum Grade 40
2. Welded Wire Fabric: Caltrans Standard Specification Section 52-1.02C. Use 6 x 6-W1.4 x W1.4 unless otherwise indicated.

PART 3 - EXECUTION

3.1 PIPE INSTALLATION

A. General: Install pipe, fittings, and appurtenances utilizing best practices, manufacturer's instructions, and in accordance with Section 6 and 7 of ASTM D 2321 for plastic pipe, Caltrans Standard Specification Section 65-2.03 for reinforced

concrete pipe, Caltrans Standard Specification Section 66-1.03 for corrugated metal pipe, and chapter 11.3.3 of AWWA M41 for cast iron and ductile iron pipe.

B. Pipe Depth and Trench Configuration: Conform to typical trench section(s) indicated.

C. Excavation, Bedding, Backfill, and Compaction: Section 31 21 00, Utility Trenching and Backfill

D. Handling: Carefully handle during loading, hauling, unloading and placing operations to avoid breakage or damage. Use strap type slings for lifting and placing; no chains or hooks will be permitted. Comply with the manufacturer's recommendations.

E. Laying: Before lowering pipe into the trench, remove all stakes, debris, loose rock and other hard materials from the bottom of the trench. Lay accurately in conformance with lines and grades indicated. Start laying the pipeline at the low end and proceed upstream. Lay bell and spigot pipe with the bell end facing upstream. Lay pipe on a bed prepared by handwork, dug true to grade. Furnish firm bearing for pipe throughout its entire length with bell holes provided at the ends of each pipe length of sufficient size to permit making up the particular type of joint being used. Adjust pipe to line and grade by scraping away or filling and tamping material under the body of the pipe for the entire pipe length and not by blocking or wedging. After final positioning, hold pipe in place in trench with backfill material placed equally on both sides of the pipe at as many locations as required to hold the pipe section in place.

F. Curved Alignment: When necessary to conform to the alignment specifically indicated, lay pipe on a curved alignment by means of asymmetrical closure of joints or bending of the pipe barrel. Use shorter lengths of pipe than the standard length if necessary to achieve curvature specified. Do not exceed the recommendations of the pipe manufacture for deflections at the joints or pipe bending.

G. Closure: Close open ends of pipes and appurtenance at the end of each day's work or when work is not in progress.

3.2 SPECIAL PIPE COUPLINGS

A. General: Use where required to join piping and no other appropriate method is specified. Do not use instead of specified joining methods.

B. Installation: Manufacturers' instructions

3.3 INSTALLATION OF CURB INLETS, CATCH BASINS, DROP INLETS, JUNCTION STRUCTURES, AREA DRAINS, ETC. AND MANHOLES

A. Excavation, Bedding, Backfill, and Compaction: Section 31 21 00, Utility Trenching and Backfill

B. Poured in Place Structures: Install as indicated and Caltrans Standard Specification Section 51.
   1. Shape bottoms to convey flows as indicated.

C. Precast Structures: Install as indicated.
   1. Seal all joints and pipe entrances and exits.
   2. Place concrete in bottom and shape to convey flows as indicated.

3.4 POLYMER-CONCRETE TRENCH DRAIN INSTALLATION

A. Excavation, Bedding, Backfill, and Compaction: Section 31 21 00, Utility Trenching and Backfill

B. Install: As indicated and in accordance with the manufacturer's instructions.

3.5 SLOPE PROTECTION PLACEMENT

A. Rock Slope Protection: Caltrans Standard Specification Section 72-2.03 and as indicated.
   1. Use Method B Placement unless otherwise indicated.

B. Concrete/Shotcrete Slope Protection: Caltrans Standard Specification Section 72-5.03

C. Concreted-Rock Slope Protection: Caltrans Standard Specification Section 72-3.03
   1. Use Method B Placement unless otherwise indicated.

D. Sacked Concrete Slope Protection
   1. Detailed configuration: As indicated
   2. Use one cubic foot of concrete per sack.
   3. Locate headers and stretchers as indicated.
   4. Headers: Folded end to bank
   5. Stretchers: Folded ends are not to be adjacent.
   6. Place no more than four vertical courses until initial set has taken place in first course.

3.6 CONCRETE/SHOTCRETE DITCH LINING PLACEMENT

A. Concrete/Shotcrete Slope Protection: Caltrans Standard Specification Section 72-5.03

3.7 POURED-IN-PLACE CONCRETE

A. Concrete shall be mixed in accordance with applicable provisions of Section 90 of Caltrans Standard Specifications.

B. Construction of concrete structures shall conform to applicable provisions of Section 51 of the Caltrans Standards Specifications. Unless otherwise noted herein or in the Plans, exposed surfaces of structures shall be Class 1 surface finish.

C. Curing shall conform to applicable portions in Section 90 of Caltrans Standard Specifications. No pigment shall be used in curing compounds. All work shall be subject to inspection. No concrete shall be placed until the Project Manager has approved the forms and reinforcement.

D. Concrete shall not be cropped freely where reinforcing bars will cause segregation, nor shall it be dropped freely more than six feet. Spouts, elephant trunks, or other approved means shall be used to prevent segregation.

3.8 PIPELINE FLUSHING

A. Newly constructed storm drainpipes shall be flushed with water to clean. A metal screen shall be used to collect and remove any rock, silt and other debris that is flushed out during cleaning.

3.9 DEFLECTION TESTING

A. Upon completion of work, perform a deflection test on entire length of installed plastic pipeline. Completed work includes superimposed loads adjacent to and over the pipeline, such as compacted backfill and earthwork, and does not include paving, concrete curbs and gutters, sidewalks, walkways, and landscaping.

B. Under external loads, deflection of pipe in the installed pipeline shall not exceed 4.5 percent of the average inside diameter of pipe.

C. Determine whether the allowable deflection has been exceeded by use of a pull-through device or a deflection-measuring device.

D. Pull-Through Device:

1. Provide a spherical, spheroidal, or elliptical ball, a cylinder, or circular sections fused to a common shaft.
    a. Circular sections shall be so spaced on the shaft that distance from external faces of front and back sections will equal or exceed diameter of the circular section.
    b. Pull-through device may also be of a design approved by the Uni-Bell Plastic Pipe Association, provided that the device meets the applicable requirements specified in this paragraph, including those for diameter of the device.
2. Ball, cylinder, or circular sections shall conform to the following:
    a. A diameter, or minor diameter as applicable, of 95 percent of the average inside diameter of the pipe; tolerance of plus 0.5 percent will be permitted.
    b. A homogeneous material throughout, with a density greater than 1.0 as related to water at 39.2 degrees F, and a surface Brinell hardness of not less than 150.

c. Center bored and through bolted with a ¼ inch minimum diameter steel shaft having a yield strength of not less than 70,000 pounds per square inch, with eyes or loops at each end for attaching pulling cables.

d. Each eye or loop shall be suitably backed with a flange or heavy washer such that a pull exerted on opposite end of shaft will produce compression throughout remote end.

3. Pull-Through Device:

a. Pass the pull-through device through each run of pipe, either by pulling it through or flushing it through with water.

b. If the device fails to pass freely through a pipe run, replace pipe which has the excessive deflection and completely retest in same manner and under same conditions as specified.

E. Deflection measuring Device:

1. Sensitive to 1.0 percent of the diameter of the pipe being tested and accurate to 1.0 percent of the indicated dimension.
2. Obtain approval of deflection measuring device prior to use.

F. Deflection Measuring Device Procedure:

1. Measure deflections through each run of installed pipe.
2. If deflection readings in excess of 4.5 percent of average inside diameter of pipe are obtained, retest pipe by a run from the opposite direction.
3. If retest continues to show a deflection in excess of 4.5 percent of average inside diameter of pipe, remove pipe which has excessive deflections, replace with new pipe, and completely retest in same manner and under same conditions.

G. Warranty Period Test: Pipe found to have a deflection of greater than 5 percent of average inside diameter when deflection test is performed just prior to end of 1 year warranty period shall be replaced with new pipe and tested as specified for leakage and deflection.

3.10 CLEANING

A. Thoroughly clean storm drain lines, manholes, catch basins, field inlets, culverts, and similar structures, of dirt, debris, and obstructions of any kind.

END OF SECTION 334100

SECTION 334600 - SUBDRAINAGE

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Subdrains in trenches and subdrains or prefabricated composite drainage panels at walls or foundations

B. Bioretention and biofiltration areas for storm water treatment

1.2 RELATED SECTIONS

A. Section 31 23 33, Utility Trenching and Backfill

B. Section 33 41 00, Storm Utility Drainage Piping

1.3 RELATED DOCUMENTS

A. Geotechnical Report: Geotechnical Study Report, Project Number: 4541.005.PW.1, prepared by RGH Consultants and dated November 12, 2024.

B. AASHTO
1. M288: Standard Specification for Geotextiles Used for Subsurface Drainage Purposes

C. ASTM
1. C1173: Standard Specification for Flexible Transition Couplings for Underground Piping Systems
2. D448: Standard Classification for Sizes of Aggregate for Road and Bridge Construction
3. D1621: Standard Test Method for Compressive Properties of Rigid Cellular Plastics
4. D1785: Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
5. D2321: Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
6. D2564: Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems
7. D2729: Standard Specification for Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
8. D3034: Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
9. D4716: Standard Test Method for Determining the (In-Plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head
10. F477: Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
11. F656: Standard Specification for Primers for Use in Solvent Cement Joints of Poly(Vinyl Chloride) (PVC) Plastic Pipe and Fittings
12. F1336: Standard Specification for Poly(Vinyl Chloride) (PVC) Gasket Sewer Fittings

D. Caltrans Standard Specifications, 2022
   1. Section 68-Subsurface Drains
   2. Section 96-Geosynthetics

1.4 DEFINITIONS

A. AASHTO: American Association of State Highway and Transportation Officials

B. ASTM: American Society for Testing and Materials

C. PVC: Polyvinyl Chloride

1.5 SUBMITTALS

A. Follow submittal procedure in accordance with Section 01 10 00, Supplemental General Requirements.

B. Product data for the following:
   1. Perforated pipe and fittings
   2. Solid pipe and fittings
   3. Geotextile fabrics
   4. Cleanout plugs or caps
   5. Precast clean out boxes and box covers
   6. Drainage bubblers
   7. Bioretention soil material

1.6 DELIVERY, STORAGE AND HANDLING

A. Do not store plastic structures, pipe, and fittings in direct sunlight.

B. Protect pipe, pipefittings, and seals from dirt and damage.

C. Protect permeable material from contamination by other materials.

PART 2 - PRODUCTS

2.1 PERFORATED WALL AND SOLID WALL PIPE

A. PVC pipe and Fittings Smaller than 4-inch:
   1. Pipe: ASTM D1785, Schedule 40. Solvent cement joints
   2. Solvent Cement: ASTM D2564. Include primer according to ASTM F656.
   3. Perforation Size, Location, and Spacing: ASTM D2729

B. PVC Pipe and Fittings 4-inch through 15-inch:
   1. Pipe: ASTMD3034, SDR 26. Bell and spigot joints
   2. Perforation Size, Location, and Spacing: ASTM D2729
   3. Fittings: ASTM F1336
   4. Joint Gasket: Elastomeric seal, ASTM F477

2.2 SPECIAL PIPE COUPLINGS

A. Description: ASTM C1173. Rubber or elastomeric sleeve and stainless-steel band assembly fabricated to match outside diameters of pipes to be joined.

2.3 CLEANOUTS

A. Piping: Same as subdrain pipe without perforations.

B. Top Plug or Cap: Same material as piping if possible. Plug or cap to be secure but removable, threaded or non-threaded.
   1. Size box to provide access and allow easy removal and reinstallation of plug or cap.
   2. Types:
      a. Non-Traffic Areas: Portland cement concrete box and box cover, light duty.
      b. Traffic Areas: Portland cement concrete box and box cover or steel or cast-iron cover, heavy duty, both box and cover to be rated for AASHTO H20 loading.

C. Cover Markings: “STORM DRAIN” unless otherwise specified.
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
      a. Associated Concrete Products, Inc.,
      b. Brooks Products Inc.,
      c. Christy Concrete Products, Inc., or approved equal

2.4 BIORETENTION OR BIOFILTRATION TREATMENT SOIL

A. Soil specification shall meet requirements of local agency having authority or sustainability requirements for projects achieving environmental goals.
   1. For projects located within jurisdictions following the Santa Rosa Low Impact Development Technical Design Manual, the Contractor shall provide submittal information verifying conformance to BMP requirements.

2.5 DRAINAGE FILL MATERIAL

A. Permeable Material: Conform to Section 68-2.02F(3) of Caltrans Standard Specifications, Class 2.

B. Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, coarse aggregate, Sieve No. 57, with 100 percent passing 1-1/2-inch sieve and not more than 5 percent passing No. 8 sieve

2.6 GEOSYNTHETICS

A. When required, use filter fabric for encasing permeable material around subdrains.
   1. Caltrans Filter Fabric: Section 96-1.02B of Caltrans Standard Specifications,
   2. Mirafi 140N (by Tencate Geosynthetics/Mirafi Inc.) or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces and areas for suitable conditions where subdrainage systems are to be installed.

B. Install only after unsatisfactory conditions have been corrected.

3.2 PIPING APPLICATIONS

A. Refer to Plans for location, size, and material designation for individual subdrains.

3.3 INSTALLATION OF PERFORATED PORTIONS OF SUBDRAINS

A. Excavation: Section 6 of ASTM D2321 and as indicated.

B. Subdrain Bedding: Place supporting layer of drainage fill over compacted subgrade to compacted depth indicated. If drainage fill requires encasement in filter fabric, lay filter fabric in trench and overlap trench sides before installing drainage fill.

C. Piping Installation: Install pipe in accordance with Section 7 of ASTM D2321. Install piping beginning at low point of system, true to grades and alignment indicated, with unbroken continuity of invert. Excavate recesses for bottoms of bell ends of pipe. Lay pipe with bells facing upslope and with spigot end centered fully into adjacent bell. Bed piping with full pipe bearing in drainage fill material. Lay perforated pipe with perforations down. Install gaskets, seals, sleeves, and couplings in accordance with manufacturers' written instructions. Use increasers, reducers, and couplings made for different sizes of materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.

D. Initial Subdrain Backfill: After installing drainage piping, add drainage fill up to top of pipe to perform tests.

E. Testing Subdrain: After installing drainage fill to top of pipe, test drain piping with water to ensure free flow before backfilling with drainage fill. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.

F. Subsequent Subdrain Backfill: After satisfactory testing, cover piping with drainage fill to width and height indicated. Place drainage fill in layers not exceeding 3 inches in loose depth; compact each layer placed. If filter fabric is required complete the filter fabric encasement by bringing fabric to top and closing the encasement.

G. Fill to Grade: Place native fill material over compacted drainage fill to thickness indicated. Place material in loose-depth layers not exceeding 6 inches. Thoroughly compact each layer. Fill to finish elevations.

3.4 INSTALLATION OF NON-PERFORATED PORTIONS OF SUBDRAINS

A. Conform to Sections 31 23 33, Utility Trenching and Backfill and 33 41 00, Storm Utility Drainage Pipe.

3.5 INSTALLATION OF RAIN GARDENS, BIORETENTION OR BIOFILTRATION TREATMENT AREAS

A. The Contractor shall excavate rain gardens / treatment areas to the elevations and dimensions specified on the plans. Level surface of area of top of treatment soil shown on the plans shall govern actual length and width dimensions if shown on the plans. In-situ soils shall not be further compacted.

B. Direct the use of heavy equipment and construction traffic around rain gardens so as to avoid compaction, to the extent possible.

C. After initial site grading, the Contractor shall provide temporary protection from curb cuts and other potential inflow entrances so that runoff drainage does not enter the rain gardens during construction and installation.
   1. Treatment areas / rain gardens may be used as sediment settling facilities during mass excavation and commensurate construction activities.
   2. Prior to commencing work in rain gardens, the Contractor shall remove and properly dispose of all accumulated sediments.

D. Excavated soils shall be placed with stockpiled fill and properly disposed and stabilized by the Contractor.

E. Subdrain installation:
   1. Subdrain shall be installed as indicated on the plans at an elevation within the drain rock layer shown on the construction details and connected to the overflow or outfall structure at the invert elevation shown on the plans.
   2. For connections of the perforated drainpipes to storm drainage structures, appropriately sized holes shall be cut in the structures at the correct inverted elevation specified by the Project Designer or authorized representative. The connections shall be sealed sediment-tight and secured in place with mortar or other approved joint sealant compatible with subdrain pipe materials.
   3. Drain rock layer shall be approved Class II Permeable Material. Crushed rock or aggregate base cannot be used within the treatment area, in, around or under the drain rock layer.
   4. Care shall be exercised to prevent natural or fill soils from intermixing with the drain rock surrounding the underdrain. All contaminated drain rock shall be removed and replaced with uncontaminated Class II permeable material.
   5. Attach subdrain piping to overflow structure.
   6. Install cleanouts at the ends of the subdrains. Install screw-on end caps set flush with the finished top of treatment soil.

F. Overflow drain structure:
   1. Install overflow structure at the elevation and location specified on the plans. Attach subdrain piping to overflow structure. Attach solid pipe from overflow structure outfall storm drain system at elevation and slope indicated on the plans.
   2. Rim elevation of overflow structure must be set above the elevation of the top of treatment soil by the amount indicated on the plans, typically 6 inches. Contractor shall verify that the rim elevation of the overflow structure is also a minimum of 2 inches below the lowest elevation of the treatment area perimeter so that storm flows will reach the overflow rim before the top of the treatment area perimeter.
   3. The overflow structure shall have an open bottom filled with drain rock if indicated on the plans. This should be installed where the overflow structure has a sump condition (subdrains lower than the outfall invert elevation). The overflow structure shall be installed such that the bottom of the structure is set a minimum of 6-inches below the undisturbed bottom of the treatment area. Drain rock in the overflow sump shall be installed up to the invert of the lowest pipe connected to the structure.

G. Filter media soil backfill
   1. Filter soil of the approved specification shall be installed to the elevation indicated on the plans. Care should be taken to ensure that the soil is not compacted, and that no equipment is driven on the backfill. Walking on the backfill should be limited to what is absolutely necessary.

H. Planting soil, plantings, and mulch shall be installed per the plans. Non-floating bark / mulch shall be used, if indicated, to prevent removal of material and clogging of the overflow.

I. Testing of the treatment area should be conducted once the filter media is installed, and all storm drain piping is connected. The area should allow an infiltration rate well above 5 inches/ hour to ensure that the treatment area will continue to function at 5 inches/ hour over the lifetime of the treatment area.

3.6 PREFABRICATED COMPOSITE DRAINAGE PANELS

A. Coordinate placement with other drainage materials.

B. Install prefabricated drainage panels in accordance with manufacturer's instructions.

C. Place perforated drainage pipe at base of footing and attach to composite drainage panels in accordance with the manufacturer's instructions.

3.7 JOINING PIPE

A. Join PVC pipe and fittings with elastomeric seals according to ASTM D2321 or solvent cement.

B. Special pipe couplings: Join piping made of different materials and dimensions with special couplings made for this application. Use couplings that are compatible with and that fit both pipe materials and dimensions.

3.8 CLEANOUT INSTALLATION

A. Cleanout piping to be the same size as the subdrain piping to which it is attached.

B. Install cleanouts from subdrainage piping to grade. Locate cleanouts at beginning of piping run, at changes in direction, and other locations indicated.

C. Do not allow clean out box to bear on clean out riser.

3.9 CLEANING

A. Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

3.10 RETAINING WALL DRAINAGE

A. Unless otherwise specified, drain system should consist of a minimum of 12 inches thick free-draining granular materials containing less than five percent fines passing a No. 200 sieve placed adjacent to the wall. Free-draining granular material should be graded to prevent the intrusion of fines or encapsulated in a suitable filter fabric. As an alternative, a prefabricated drainage structure, such as geo-composite, or approved equivalent, may be used as a substitute for the granular backfill adjacent to the wall.

B. Drainage system consisting of either weep holes or perforated drain lines (minimum 4-inch diameter placed near the base of the wall) should be used to intercept and discharge water which would tend to saturate the backfill. Where used, drain lines should be embedded in uniformly graded filter material and provided with adequate clean-outs for periodic maintenance.

C. An impervious soil should be used in the upper one-foot layer of backfill to reduce the potential for water infiltration.

END OF SECTION 334600

SECTION 337173 - ELECTRIC UTILITY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Arrange and coordinate with Utility Company for permanent electric service, service provisions and utility metering equipment.

1.2 RELATED SECTIONS

A. Section 260500: Common Work Results for Electrical

B. Section 260519: 600-Volt Power Conductors and Cables

C. Section 260526: Grounding and Bonding for Electrical Systems

D. Section 260533: Raceway and Boxes for Electrical Systems

E. Section 260553: Identification for Electrical Systems

F. Section 262416: 600-Volt Rated Panelboards & CB

1.3 SUBMITTALS

A. In accordance with Division 1 requirements.

B. Submit copy of switchboard, / switchgear Service entrance Compartment to Utility Company for their review and approval prior to fabrication of the equipment.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with Utility Company written requirements.

B. Maintain one copy of each document on site.

1.5 FIELD MEASUREMENTS

A. Verify field measurements are as indicated.

1.6 COORDINATION

A. Coordinate relocation of any overhead or underground lines interfering with the construction with utility company.

PART 2 - PRODUCTS

2.1 SERVICE DESCRIPTION

A. Utility Company name and contact person or representative are indicated on the drawings.

B. Electrical Service System Characteristics: 1600 Amp, 208Y/120 Volt, 3-phase. 4-wire.

C. Service Entrance:

1. Underground service entrance to switchboard service termination section.

2.2 UTILITY METERS

A. Utility revenue meter will be furnished and installed by Utility Company.

2.3 UTILITY METER BASE

A. Utility revenue meter base rated for the service size requested. Coordinate with Utility Co. prior to release of Switchboard procurement order.

2.4 ACCEPTABLE MANUFACTURERS

A. Refer to Section 260500, Part 2 - Products

B. List of Equipment Manufacturers:

1. Main Switchboard

a. Westinghouse/Cutler Hammer
b. General Electric
c. Industrial Electric Manufacturing
d. Electrical Power Products
e. Square D

2. Panelboards

a. Shall match manufacturer of main switchboard

2.5 MATERIALS

A. Provide and install conduits for primary cables by utility company, concrete pad and grounding for utility company transformer, and conduit for secondary service to main switchboard. Comply with all Utility Co. requirements.

B. Furnish and install telephone and cable television service conduits and pullboxes; install conduits to main backboard as shown. All work shall conform to utility company requirements and to Section 260500.

C. Grounding:

1. Provide and install grounding system as noted on the Drawings.
2. Grounding electrode conductor: bare stranded copper type, #4/O minimum.
3. Install ground wires in rigid conduit.
4. All grounding electrode conductor connections "thermite" or "cad-weld" welded.
5. Use approved pressure type solderless connector or use fusion welding for all connections to and bonding of grounding electrode system. All connections shall be visible, readily accessible for testing purposes. Grounding electrode conductor between the grounding electrode and service equipment: Minimum #4/0.
6. Furnish and install solid copper 3/4" x 10'-0" ground rod(s). Where multiple ground rods are shown, install a minimum of 20'-0" apart. Install ground rods in accessible boxes with covers. Furnish and install 2-#4/0 bare copper cables between multiple ground rods and main switchboard ground bus.
7. Terminate grounding conduits at equipment with ground bushing, with ground wire connected through bushing.
8. Provide No. 12 stranded (green) THHN conductor from outlet box to ground screw of every receptacle.
9. Ground all isolated sections of metallic raceways.
10. Provide #12 minimum stranded (green) THHN conductor sized per NEC, or as noted, connected continuously throughout branch circuit for all circuits, bonded to panel ground bus, and to all electrical devices and equipment enclosures
11. Use approved pressure type solderless connector or use fusion welding for all connections to grounding electrode. Connection visible, readily accessible for testing purposes. Grounding electrode conductor between the grounding electrode and service equipment: Minimum #4/0.
12. Connect grounding electrode system to metallic water service entry metallic cold-water pipe (if available) with nonferrous clamp and bare copper cable (sized as required) in conduit. Connection shall be accessible for inspection.
13. Connect grounding electrode system to building steel as noted on Drawings. Use exothermic weld, connection shall be accessible for inspection.
14. After installation, test system using the three-point fall of potential method only. Record results and submit to Architect for approval. If resistance to ground exceeds three (3) ohms, install additional ground rods, bonded and interconnected to grounding electrode system. Provide additional grounding until resistance is less than three (3) ohms.

2.6 MAIN SWITCHBOARD

A. General: Switchboard shall be distribution panel type, Nema 3R metal enclosure with ground bus and insulated full capacity neutral bus.

B. The switchboard shall be braced for a short circuit current shown on drawings. Bracing shall be per NEMA and UL standards.

C. The switchboard shall comply with all the requirements of the Utility Company.

D. The switchboard shall be pad-mounted, self- supporting, dead-front and rear, front-operated, front-connected, distribution type. The enclosure shall be 90 inches high, made of cold rolled steel on a structural shape, or formed, steel frame and shall be mounted on two 3-inch, 5-pound continuous channel iron sills, which shall be closed at the ends between the two channels.

E. This contractor is responsible for the complete installation of the new switchboard within the space provided (both vertical and horizontal) and shall verify and/or coordinate all dimensions prior to ordering equipment. Proper allowances should be included to allow complete installation and erection.

F. The switchboard shall be a minimum of 20 inches deep and shall be constructed of National Electrical Code (NEC) gauge steel.

G. The switchboard shall be provided with a cable pull section at the top of the switchboard. Provide a minimum of 12 inches of vertical clearance between the cable terminal lugs bolted to the switchboard busses and the top and bottom of the switchboard enclosure. Horizontal pull sections and gutters shall be kept free and clear of busses. Where busses cross vertical pull sections, the busses shall be insulated.

H. All connections between bus bars shall be of a bolted type using Belleville washers. Clamps will not be accepted. All bus bars shall be accurately formed, and all holes shall be made in a manner which will permit bus bars and connections to be fitted into place without being forced.

I. The design of all current-carrying devices or parts of the switchboard shall conform to the standard specified in the related sections of Underwriters' Laboratories, Inc. (UL) No. UL-891 and National Electric Manufacturer's Association (NEMA) Standard PB-2, except as these characteristics may be modified herein.

J. Bus bars, connection bars and wiring on the back of the switchboard shall be arranged so that maximum accessibility is provided for cable connections from the front.

K. Ampere ratings for rectangular bus bars shall be in accordance with the temperature rise standard of National Electric Manufacturer's Association (NEMA) and the Underwriters' Laboratories, Inc. (UL).

L. The enclosure shall be chemically cleaned by Parkerizing, Bonderizing or Phoshorizing as a unit after all welding has been completed. The enclosure shall then be painted with a rust- resisting primer coat of paint and shall be finished with a coat of light gray, baked enamel.

M. Each section shall be bussed for the full connected load of that section. Extend bussing to spare circuit breaker "Spaces." Drill busses for future circuit breakers and provide breaker connector hardware as required.

N. Provide copper bus bars and connections with silver-plated contact surfaces.

O. The contact surfaces and studs of all devices to which bus connections are made shall also have silver-plated surfaces.

P. Locate ground bus, with a cross-section equal to at least 25 percent of the capacity of the main bus rating, in the back of the switchboard and extend bus throughout the length of the switchboard assembly. Ground each housing of the assembly directly to this bus.

Q. Rigidly support all bus and connection bars and current transformers.

R. Fit all nuts and connections with locking devices to prevent loosening.

S. Provide load connections with solderless lugs. Factory-install all devices shown on Drawings as specified herein.

T. Properly identify the “high leg” of 4-wire delta connected systems as required by NEC 384-3(e).

U. Provide half-inch copper braid pigtail at side of switchboard enclosure for termination of signal system ground cables. Pigtail to be located on side of distribution section.

V. Provide ground fault protection when indicated on the single line diagram or where otherwise noted on the plans. Protection shall consist of a current sensor, relaying device, and the appropriately sized main overcurrent protection device.

W. Provide a bonding strap from the equipment ground bus to the neutral bus.

PART 3 - EXECUTION

3.1 EXAMINATION

A. In accordance with Division 1 requirements.

B. Verify that service equipment is ready to be connected and energized.

3.2 INSTALLATION

A. Install service entrance conduits from pull box to building service entrance equipment. Utility Company will provide service entrance conductors.

B. Electric Service: Coordinate with Pacific Gas & Electric and district for electric service. Furnish and install all materials and labor necessary for complete installation as noted on drawings. Submit shop drawings and obtain approval from the Utility Co. prior to fabrication.

C. Excavate and trench as necessary for the electrical installation, and when the work has been installed, inspected and approved, backfill all excavations with clean earth from excavation, or imported sandy soil in maximum 8" (eight-inch) layers, moisten and machine tamp to 95% compaction, and restore the ground and/or paving or floor surfaces to their original condition.

END OF SECTION 337173

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MARZ Engineering

EXPERIENCE

Todd Grove Park Public BBQ Facility Reconstruction

April 2024 - May 2024

- Demolition of all existing asphalt & concrete
- Grading
- Installation of new irrigation lines
- New paving
- Installation of new picnic tables, bbqs, canopy, drinking fountains

Juvenile Hall Basketball Court

May 2025 - May 2025

- Demolition of all existing concrete
- Grading
- Placed new basketball court concrete
- Installation of basketball court equipment & pickleball sleeves for netting
- Striping

City of Ten Thousand Buddhas - Phase 1: Men Dorms

2021 - Present

- Grading
- Installed new concrete curb & gutter
- Construction of new building foundations
- New concrete retaining walls & sidewalks
- New ADA parking
- Storm drain
- Water lines
- Electric lines
- Installation of grass pavers
- CMU block walls for 9 buildings
- Construction of 50000 Gallon - underground - septic tank
- Construction of 3 bio-detention ponds

Mendocino Forest Products

September 2024 - October 2024

- Demolition of 50000 sq ft damaged asphalt
- Grading and compaction
- Paved 50000 sq ft of new ¾ hot mix asphalt

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3m)

To: BOARD OF DIRECTORS

From: Air Quality Management District

Meeting Date: September 23, 2025

Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Updated Memorandum of Understanding (MOU) Between the Mendocino County Air Quality Management District (MCAQMD) and the County of Mendocino Regarding the Provision of Services by the County; Direct MCAQMD Staff to Prepare Additional Documentation if Necessary for Subsequent Board Action, to Implement Terms and Direction of this MOU

Recommended Action/Motion:
Approve the MOU between the MCAQMD and the County regarding the provision of services by the County; direct MCAQMD staff to prepare additional documentation as may be necessary for subsequent Board action, to implement terms and direction of this MOU.

Previous Board/Board Committee Actions:
On August 29, 2006, an MOU was approved as BOS Agreement No. 06-209 “For the Provision of Services and Payment Therefore Between the County and the Air Quality Management District”. On January 7, 2025, the MCAQMD Board of Directors requested that CEO Antle review and provide recommendations on updates to the 2006 MOU that would allow the MCAQMD Board of Directors to better define how best to ensure operational efficiency and transparency through the organizational partnership.

Summary of Request:
As a District, the MCAQMD is an entity separate from the County, governed by a Board of Directors, which currently has the same membership as the Board of Supervisors. For practical reasons, the MCAQMD has historically relied on the County for support, which is broadly allowable through the existing MOU. However, the current MOU lacks specificity which would be useful regarding the intent of both Boards related to issues such as human resources, fiscal systems & practices, contract review, grant management, fleet management, insurance, computer networking, information technology, etc. In response to the MCAQMD Board’s request of January 7, CEO Antle recommends changes that would be implemented through the Board’s adoption of this new agreement. MCAQMD staff would be additionally directed by the MCAQMD Board to prepare any necessary Resolutions or other documentation for Board action to fully implement the terms of the new MOU. Notably, the new agreement specifies that the County CEO would provide administrative services and support to the District, in part through the MCAQMD Board’s designation of the County CEO as the MCAQMD’s Clerk of the Board, Budget Officer, Purchasing Agent, Risk Manager, Fleet Manager, and Real Property Negotiator. Additionally, the new agreement specifies that the MCAQMD relies primarily on support from the County where it is available. This includes utilization of the County Treasury, compliance with the requirements of the Auditor’s Office, utilization of County IT, adherence to budget processes, utilization of established contract

routing systems, grant management systems, and following the policies and procedures of the County.

Alternative Action/Motion:
Provide direction to staff.

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: AQ
current f/y cost: N/A
budget clarification: The MCAQMD reimburses County for services through A87 Cost Plan and direct bills; the total amount varies each year.
annual recurring cost: Varies
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MENDOCINO AND THE MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT REGARDING THE PROVISION OF SERVICES BY THE COUNTY

Effective _____, this Memorandum of Understanding ("MOU") is entered by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and the MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT, hereinafter referred to as "DISTRICT".

RECITALS

WHEREAS, the COUNTY is a political subdivision of the State of California; and

WHEREAS, the DISTRICT is a body corporate and politic with the power to cooperate and contract with any federal, state, or local government agencies, private industries, or civic groups, for services pursuant to California Health and Safety Code sections 40700, 40701, and 40101(b); and

WHEREAS, the jurisdiction of the DISTRICT is coterminous with the existing boundaries of the COUNTY; and

WHEREAS, the COUNTY Board of Supervisors is the ex-officio DISTRICT Board until such time as the incorporated area of the county is more than thirty-five percent (35%) of the total county population; and

WHEREAS, the DISTRICT Board has the authority to set the overall policy and to execute the general powers granted to the DISTRICT; and

WHEREAS, California Health and Safety Code section 40101(b) provides that the DISTRICT may contract with COUNTY to provide facilities, administrative, legal, risk management, clerical, and other support services; and

WHEREAS, the DISTRICT requires the services of the COUNTY, and the COUNTY currently provides staff, payroll, personnel, purchasing, fiscal, and other services pursuant to a Memorandum of Understanding, BOS Agreement No. 06-209;

WHEREAS, the COUNTY is willing to provide facilities, administrative, legal, risk management, clerical and other support services as more fully described in this updated MOU, which is intended to supersede and replace BOS Agreement No. 06-209; and

WHEREAS, California Health and Safety Code section 40120 provides that all County officers and employees are ex-officio members of the District and section 40124 provides that in any County having a system of civil service, the Air Quality Pollution Control Officer shall appoint all officers and employees of the DISTRICT pursuant to the County's Civil Service System; and

AGREEMENT

NOW, THEREFORE, in consideration of the RECITALS identified above and the terms and conditions set forth herein, the COUNTY and DISTRICT agree as follows:

I. GENERAL PROVISIONS

A. The DISTRICT and COUNTY agree that the COUNTY Chief Executive Officer, or their designee, will provide Administrative services and support to include serving as the DISTRICT's Budget Officer, Clerk of the Board, Purchasing Agent, Fleet Manager, Risk Manager, and Authorized Representative to sign leases and negotiate for real property.

B. The DISTRICT and COUNTY agree that the COUNTY Chief Executive Officer will make recommendations to the DISTRICT Board regarding the appointment, evaluation, suspension, discipline or dismissal of the Air Pollution Control Officer.

C. The DISTRICT agrees to comply with all COUNTY policies and procedures governing the provision of all services provided herein. Any policies and procedures separately adopted by DISTRICT shall be supplementary in nature and shall not amend, override, or otherwise supersede those established by the COUNTY.

D. The DISTRICT understands charges will be applied for services provided by the COUNTY representing costs of the services outlined herein, and will budget for an amount reflecting the estimated A87 Cost Plan charges submitted to the State Controller's Office, for both the DISTRICT's Operations and Grant budget units. Charges for services rendered, including the weighted rate of assigned staff, may also be applied through direct billing.

E. The DISTRICT agrees to utilize COUNTY Treasury as the sole source of funds deposited or held, and to abide by Generally Accepted Accounting Principles, as well as applicable pronouncements from the Governmental Accounting Standards Board.

F. The DISTRICT agrees to follow the COUNTY's standard procedures for submitting accounts payable claims.

G. The DISTRICT agrees to rely primarily on support from the County in any areas where it is available, including utilization of County IT networks, servers, system security, microwave communications, etc.

H. The DISTRICT and COUNTY agree that DISTRICT staff will be defined as COUNTY employees working for the DISTRICT as ex officio employees and officers . The DISTRICT staff classifications shall be represented by an appropriate COUNTY bargaining unit, according to COUNTY policies and standards, unless and until such time a separate bargaining unit governs the DISTRICT staff.

II. SCOPE OF SERVICES.

A. PERSONNEL AND STAFFING.

1. The DISTRICT and COUNTY agree that the DISTRICT shall utilize COUNTY Human Resources Department for the provision of comprehensive personnel services to COUNTY staff working for the DISTRICT as ex officio employees and officers, including, but not limited to, administration of employee relations, employment contracts, civil service system, performance standards, recruitment and classification of DISTRICT staff, workforce development and education, and employee benefits.
2. COUNTY shall assist the DISTRICT in achieving and maintaining compliance with all applicable labor laws and regulations, including, but not limited to, the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Americans with Disabilities Act (ADA), California Civil Rights Department (CRD), the Fair Employment and Housing Act (FEHA), and Equal Employment Opportunity Commission (EEOC). In addition to providing technical assistance, COUNTY shall monitor and enforce adherence to such requirements within the scope of its authority.

B. EXECUTIVE OFFICE/CLERK OF THE BOARD SERVICES

1. The DISTRICT and COUNTY agree that the DISTRICT shall work within the COUNTY's agenda setting process and timelines as provided by Clerk of the Board each calendar year, in the interest of efficiently coordinating agenda items for the DISTRICT Board which is the Board of Supervisors serving ex-officio as the DISTRICT Board.
2. The DISTRICT and COUNTY agree that available time within the Board agenda for most meetings is allocated in advance, and advance notice is necessary to Clerk of the Board staff regarding any regular agenda item discussion DISTRICT would like scheduled in front of DISTRICT Board.
3. The DISTRICT and COUNTY agree COUNTY Chief Executive Officer, or their designee, shall assist the DISTRICT by reviewing agenda items submitted according to routine timelines established by the Clerk of the Board, and making written recommendations to DISTRICT Air Pollution Control Officer as necessary for the consistent and transparent presentation of information.

C. FACILITIES & FLEET SERVICES.

1. DISTRICT and COUNTY agree that routine maintenance, custodial services, and repair needs of DISTRICT-occupied spaces (to the extent not otherwise covered by agreement with a Landlord), as well as purchase and maintenance of DISTRICT-utilized vehicles, shall be processed through established COUNTY systems, including the Facilities Work Order and Facility Modification

System and applicable vehicle maintenance requirements. DISTRICT shall be solely responsible for reimbursing COUNTY for all costs incurred in the performance of these services. DISTRICT vehicles shall also be included in usage reports and other fleet analyses prepared by COUNTY.

D. AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR (ACTTC) SERVICE
   1. The ACTTC agrees to file the Financial Transaction Report on behalf of the DISTRICT.
   2. The ACTTC shall keep accounts of time spent by the COUNTY providing services to the DISTRICT. This accounting shall cover all services and related expenses provided to the DISTRICT during the fiscal year.

E. COUNTY COUNSEL SERVICES
   1. DISTRICT and COUNTY agree that the Office of County Counsel shall serve as legal counsel to the DISTRICT, and in such capacity shall provide legal services including, but not limited to, legal research and analysis, preparation and review of contracts and other legal documents, attendance at public meetings as necessary, and representation of the DISTRICT in proceedings and negotiations as deemed appropriate.
   2. COUNTY has authority to select and hire any outside counsel needed for DISTRICT legal services subject to approval by the DISTRICT Board. DISTRICT agrees to pay actual costs of any outside counsel services rendered specifically for DISTRICT business.

F. INFORMATION TECHNOLOGY SERVICES

   DISTRICT and COUNTY agree to enter into a separate Information Technology (IT) Service Level Agreement administered through the COUNTY Information Technology Division. Any such agreement shall expressly define the scope of IT services to be provided, applicable service level standards, designated points of contact, exclusions from coverage, and the terms and conditions governing compensation.

III. GENERAL TERMS AND CONDITIONS

A. Indemnification and Release. To the fullest extent permitted by law, the DISTRICT shall defend, indemnify, and hold harmless the COUNTY, its Board of Supervisors, officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees) or claims for injury or damage arising out of the performance of services by the COUNTY pursuant to this MOU (collectively "Liabilities") except to the extent such Liabilities are caused by the negligent acts and/or willful misconduct of any indemnitee. The obligation of this indemnity shall be

for the full amount of all damage to the COUNTY and other indemnified parties, including but not limited to, defense costs, and shall not be limited by any insurance limits.

B. Term. This MOU is effective as of the date it is finally executed and shall remain in effect through June 30, 2027. The DISTRICT and COUNTY agree to meet to consider amendments to, or cancellation of this agreement not later than April 1 of each year. Any amendments to, or cancelation of this agreement shall be approved by the respective Boards of COUNTY and DISTRICT. If neither party proposes amendments by April 1 of any year, this agreement will remain in place for the following fiscal year.

C. Modification of MOU. This MOU may be supplemented, amended, or modified only by the mutual Agreement of the Board of both parties. No supplement, amendment or modification of this MOU shall be binding unless it is in writing and signed by authorized representatives of both parties.

D. Termination. Either party may terminate this MOU without cause at any time upon six months (6) months prior written notice to the other party.

E. Notices. All notices, communications, and correspondence required or permitted under this Agreement, unless otherwise stated, shall be directed to the following representatives at the addresses set forth below:

County of Mendocino
Attn: CEO
501 Low Gap Rd, Room 1010
Ukiah, CA 95482

Mendocino County Air Quality Management District

Attn: APCO
1100 Hastings Rd, Suite A
Ukiah, CA 95482

F. Survival. The obligations of this MOU, which by their nature would continue beyond the termination or expiration of the MOU, including without limitations, the obligations regarding Indemnification (Paragraph VII.A.) shall survive termination or expiration.

G. Severability. Should any part of this MOU be held invalid by a court of competent jurisdiction, the remainder of the MOU shall be considered as the whole MOU and binding on the parties to the MOU.

H. Execution in Counterparts. This MOU may be executed in counterparts, each of which shall be treated as an original and all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By:_____
DEPARTMENT HEAD

Date: _____

Budgeted: ☐ Yes ☐ No

Budget Unit:

Line Item:

Org/Object Code:

Grant: ☐ Yes ☐ No

Grant No.:

Mendocino County Air Quality Management District

By:_____
JOHN HASCHAK, Chair
BOARD OF DIRECTORS

Date: _____

NAME AND ADDRESS OF MCAQMD:

1100 Hastings Rd. Suite A

Ukiah, CA 95482

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date:_____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By:_____
COUNTY COUNSEL

Date:_____

INSURANCE REVIEW:

By: _____
Risk Management

Date:_____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date:_____

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

MEMORANDUM OF UNDERSTANDING BOS AGREEMENT # 06-209

For the Provision of Services and Payment Therefore
Between the
County of Mendocino
And the
Mendocino County Air Quality Management District

Whereas the Mendocino County Air Quality Management District (the District) is a body corporate and politic and a public agency of the State of California as provided for in California Health and Safety Code, Section 40700, and

Whereas the jurisdiction of the Mendocino County Air Quality Management District is coterminous with the existing boundaries of Mendocino County; and

Whereas California Health and Safety Code, Section 40101(b) provides that the District may contract with the County of Mendocino (the County) for services, including, but not limited to, facilities and administrative, legal, health coverage, risk management, clerical, and other support services; and

Whereas California Health and Safety Code, Section 40120 states that all County officers and employees are *ex-officio* members of the District and shall perform for the District all such duties as they perform for the County.

Now, therefore the County and the District do agree as follows:

1. This agreement is entered into by and between the Mendocino County Air Quality Management District and the County of Mendocino.

2. The District and the County hereby agree that the County shall provide services to the District as set forth in this Agreement, and as provided for in Health and Safety Code, Section 40120.

3. The District and the County agree that District staff shall be represented by SEIU following historic precedent pursuant to the Hauser bill establishing county Air Districts.

4. The District agrees to budget for services provided by the County as provided for in Health and Safety Code, Section 40101(b) in an amount reflecting the previous year's expenditures and any projected changes. The District further agrees to transfer by journal entry actual costs incurred by the District into the County's appropriate revenue accounts upon final approval of the County and District budgets or as required. The County shall allocate the costs to the District for services in amounts corresponding to standard A87 accounting practices and schedules as determined by the County Auditor's Office.

5. The County Auditor's Office shall keep accounts of time spent by the County providing services to the District. This accounting shall cover all services and related expenses provided to the District during the current fiscal year.

6. Any travel expenses and registration fees for a County Officer to attend training, seminars, and meetings specifically related to air pollution will be charged against the District's accounts. Such expenses must receive prior approval from the Air Pollution Control Officer. Written materials and publications received as part of such training, seminars, and meetings will become part of the County Administrative Office library or other departmental library, or may be delivered to the District for retention in the District's library.

7. The County Auditor's Office shall keep accounts of time spent by the District providing services to the County. This accounting shall cover all services and related expenses provided to the County during the current fiscal year.

8. The County agrees to transfer by journal entry actual costs incurred by the County into the District's appropriate revenue accounts as required. The District shall allocate the costs to the County for such services in amounts corresponding to standard A87 accounting practices and schedules as determined by the County Auditor's Office.

9. The District and the County agree that the Air Pollution Control Officer and the District shall work within the County's agenda setting process in the interest of efficiently coordinating agenda items for the Air Quality Management District Board and the Board of Supervisors. The County shall not modify, withdraw, delay or otherwise act on District items beyond placing them on the Board's calendar. The County shall provide, in writing, any policy or procedural concerns regarding a particular agenda item to the Air Pollution Control Officer no less than one week prior to the date on which the item is to be heard by the Air Quality Management District Board.

10. This agreement shall remain in effect through the current fiscal year and each successive fiscal year thereafter or until such time as the District and the County agree to amend or cancel the agreement.

11. The District and the County agree to meet to consider amendments to or cancellation of this agreement not later than April 1, of each year. Any amendments to, or cancellation of this agreement shall be approved by the Air Quality Management District Board and the Air Pollution Control Officer.

12. If neither party proposes amendments by April 1, of any year, this agreement is assumed to be in place for the following fiscal year as herein agreed to.

13. Either party may withdraw from this agreement without cause upon six (6) months notification.

14. This agreement becomes void immediately upon unification of the District with another adjacent air pollution control district or air quality management district as provided in Health & Safety Code, § 40150 *et seq.* or the legislative unification or dissolution of the District, or upon merger of the District into a regional air pollution control district as provided in Health and Safety Code, § 40300 *et seq.*

(Acting APCO) 9/5/06

C. D. Wolbach, Ph.D.
Air Pollution Control Officer

Date

Al Beltrami 9.5.2006

Al Beltrami
Interim County Chief Executive Officer

Date

Approved As To Form

Jeanine Nadel 9.5.06

Jeanine Nadel
County Counsel

Date

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3n)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: September 23, 2025

Department Contact: Jenine Miller, Psy D. **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement with Relias, LLC. in the Amount of $76,685.55 to Monitor and Provide Required Annual Trainings for All Behavioral Health and Recovery Services and Public Health Staff, Effective December 1, 2025, through November 30, 2028

Recommended Action/Motion:
Approve Agreement with Relias, LLC.in the amount of $76,685.55 to monitor and provide required annual trainings for all Behavioral Health and Recovery Services and Public Health staff, effective December 1, 2025, through November 30, 2028; authorize the Health Services Director or designee to execute any amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
December 1, 2022, Purchasing Agent approval of Agreement No. PA-23-54, MH-22-050.

Summary of Request:
Relias, LLC. is a workforce education and enablement solutions provider based out of Morissville, North Carolina. Relias offers comprehensive trainings, tracking services, automated compliance, and customized training plans services to help healthcare organizations stay in compliance with required staff training according to state and federal regulations. Additionally, Relias offers all required trainings in one platform and provides Continuing Education Units (CEU) to staff required to obtain CEUs to maintain current and active certifications and licenses.

Through Agreement No. PA-23-54, MH-22-050, Behavioral Health and Recovery Services (BHRS) has successfully utilized monitoring and training services from Relias since December 1, 2022. This agreement will provide mandated training and education services for BHRS and PH staff in the amount of $25,561.85 per year over 3 years for the period of December 1, 2025 through November 30, 2028.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Item #: 3n)

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: MHAD75, AS 862189; PHADMIN 862189
current f/y cost: $25,561.85
budget clarification:
annual recurring cost: $25,561.85 per year for 3 years
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Docusign Envelope ID: 767FF89C-CEC4-4160-8CF2-E3B06D7F9CB3

KELIAS

MASTER SERVICES AGREEMENT

1. DEFINITIONS

1.1 Affiliate means any company that (i) controls, (ii) is controlled by, or (iii) is under common control with either party or its parent corporation. A company shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.

1.2 Agreement or **MSA** means this Master Services Agreement, Ordering Document(s), Schedules, and such other documents, attachments, and exhibits to which the parties' authorized representatives mutually agree in writing.

1.3 Client means the entity set forth on the Ordering Document(s) and receiving Subscription Services under the Agreement.

1.4 Client Data means all required electronic data or information submitted by Client to Company for the provision of Subscription Services and/or Professional Services.

1.5 Company means the entity set forth on the Ordering Document(s) and providing Subscription Services under the Agreement.

1.6 Content means materials provided or posted by Company in connection with Subscription Services, including but not limited to training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos, including modifications, enhancements, or new versions thereof.

1.7 Intellectual Property means any and all intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, training methodology and materials, which Company has created, acquired, or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, acquire, or otherwise obtain rights in.

1.8 Ordering Document means the document(s) executed by the parties, that incorporates by reference the terms of this Agreement and describes order-specific information such as Subscription Services, Professional Services, Subscription Metrics, fees, and other business terms. Statement of Work (SOW) shall be synonymous with Ordering Document.

1.9 Professional Services means consulting, implementation, training, creation of custom Content, or other professional services to be performed by the Company. Professional Services will be described in an Ordering Document executed by the parties.

1.10 Schedule means a product-specific set of terms and conditions that serves as an addendum to this Agreement and will either come attached or be referenced within the Ordering Document(s).

1.11 Site means the web interface at a URL designated by Company.

1.12 Subscription Metrics means the per-unit metric(s) specified in the Ordering Document(s) or amendments in the aggregate, as applicable, that describes the Client's access to or utilization of Subscription or Professional Services. Subscription Metrics may take the form of per-User license, per-facility license, or any other measurement agreed upon by the parties.

1.13 Subscription Quantity means the number of Subscription Metrics.

1.14 Subscription Services means services described in the relevant Ordering Document and/or Schedule.

1.15 Subscription Start Date means the date specified on the Ordering Document(s).

1.16 User(s) means those persons who (i) have been authorized by Client to access and use Subscription Services and Professional Services; (ii) have complied with any registration requirements reasonably requested by Company; (iii) have been issued a personal and unique User ID and password; and (iv) have acknowledged the terms and conditions applicable to Subscription Services. Only current employees and independent contractors of Client are eligible to be Users.

2. USE RIGHTS

2.1 Grant of Use. Subject to the terms of the Agreement, Company grants to Client the right to access and use Subscription Services, solely for its internal business purposes and solely in connection with the personal training, analysis, or assessment of its Users or business.

2.2 Authorized Users. Client shall provide Company with the required demographic data for all Users in the specified electronic format provided by Company to complete the initial registration process. Activating and deactivating Users as a method of keeping the number of Users within range of the Subscription Metrics shall be a material breach of the Agreement.

2.3 Acceptable Use. Client and all Users shall use Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees and shall ensure that Users do not post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing, or threatening; (ii) contains computer viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents, or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Client further agrees and shall ensure that Users do not interfere or disrupt networks connected to Subscription Services, do not interfere with another entity's use of similar services, and comply with all regulations, policies, and procedures of networks connected to Subscription Services. Company may remove any violating content posted on Subscription Services or transmitted through Subscription Services without notice. Company may suspend or terminate any User's access to Subscription Services if Company determines that such User has violated the terms and conditions of this Agreement. Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. As between the parties, Client is entirely responsible for all activities that occur under its account. Client shall immediately notify Company of any unauthorized use or any other breach of security known to Client. Company shall have no liability for any loss or damage arising from Client's failure to comply with these requirements.

2.4 Restrictions. Client shall not itself, or through any Affiliate, employee, contractor, agent, or other third party (i) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, Subscription Services, Content, or the Site, or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of Subscription Services or Content, in whole or in part; (iii) allow access to, provide, divulge, or make available the Site, Subscription Services, or Content to anyone other than an authorized User; (iv) create derivative works based upon Subscription Services or Content, or modify, adapt, translate, or otherwise make any changes to Subscription Services, Content, or any part thereof; (v) use Subscription Services to provide processing services to third parties, or otherwise use the same on a service bureau basis; (vi) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on Subscription Services; or (vii) remove from any Subscription Services or other materials owned by Company identification, patent, copyright, trademark, or other notices. Proprietary notices, including without limitation

patents, copyrights, and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.

2.5 Enforcement. Client shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify Company of any actual or suspected violation thereof, and (iii) cooperate with Company with respect to investigation and enforcement of the Agreement. Client shall be solely responsible for all acts and omissions of its Users in connection with their access and use of Subscription Services.

2.6 Environment. Subscription Services will be hosted on a server that is maintained by Company or its designated third-party subcontractor. User access to Subscription Services is provided through the Site. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment and services needed to access the Site.

2.7 Availability. Company shall use commercially-reasonable efforts to make Subscription Services continually available except for scheduled downtime events where notice is provided to Client, emergency downtime events, or Internet service provider failures or delays. Company will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Client acknowledges that Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications; Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

2.8 Content. Access to Content, if applicable, shall be provided by Company through Subscription Services. Client is responsible for selecting which Content will be available to authorized Users. Company continuously reviews and updates Content based on an ongoing-needs analysis. Company reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion.

2.9 Site Administrator. Client shall designate a primary contact who shall function as the liaison to Company and who shall be trained by Company so that the contact shall be able to train and support Users on the use of Subscription Services (**Site Administrator**). The Site Administrator shall be the primary point of contact with Company on all issues related to Subscription Services.

2.10 Client Data Responsibilities. Client shall be solely responsible for the accuracy, quality, integrity, and legality of data uploaded in connection with Subscription Services by Client. Client shall own or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it provides, develops, or uploads for use in Subscription Services. Client authorizes Company and its third-party subcontractors to serve as the hosts and repository for the data Client enters into Subscription Services.

2.11 Changes. Company reserves the right to add or substitute functionally-equivalent products in the event of product unavailability, product end of life, or changes to software requirements. Company regularly updates Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically while others may require Client cooperation. Where required, Client shall reasonably cooperate in implementing such changes.

3. PROFESSIONAL SERVICES

3.1 Cooperation. Client shall provide Company with good-faith cooperation and access to such information, facilities, personnel, and equipment that Company may reasonably require in order to provide Professional Services. Client acknowledges that Company's performance is dependent upon the timely and effective completion of Client's responsibilities and Client's timely decisions and approvals in connection with Professional Services. Company may reasonably rely on all such decisions and approvals.

4. FINANCIAL TERMS

4.1 Fees, Payment Terms, and Taxes. Fees, billing frequency, and method of payment are specified in the Ordering Document. Fees shall be based upon the Subscription Metrics, Subscription Quantity, and Professional Services. Payments shall be in US dollars. After the first twelve (12) months of the initial term, but not more than once in any twelve-(12) month period, Company may modify the fees for Subscription Services upon sixty (60) days' prior written notice. Any change in pricing for the first twelve (12) months of any renewal term shall be provided by Company to Client in writing at least sixty (60) days prior to the end of the current term. Payment of all fees is due thirty (30) days after the invoice date. Company may invoice up to thirty (30) days in advance. Interest accrues on past-due balances at 1% per month. Failure to make timely payments shall be a material breach of the Agreement, and Company will be entitled to (i) suspend Subscription or Professional Services upon thirty (30) days' prior written notice to Client, (ii) modify the payment terms, and/or (iii) request full payment before additional performance is rendered by Company. Prices quoted within Ordering Documents and quotes do not include taxes. Client shall consult with its tax advisors concerning applicable tax requirements. If required by law, Company shall invoice Client for applicable taxes and pay them on Client's behalf.

4.2 Subscription Metrics. Client may only reduce its Subscription Quantity by giving written notice to Company at least sixty (60) days prior to the end of the current term. The reduction will be effective as of the start of the subsequent term. If actual use exceeds the licensed quantity, additional Subscription Quantity must be purchased at then-current fees. Additional Subscription Quantity shall be prorated for the remainder of the then-current Subscription Services Term. There shall be no fee adjustments or refunds for any decrease in usage during Subscription Services Term.

4.3 No Contingencies. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Company regarding future functionality or features.

5. CONFIDENTIALITY

5.1 Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. **Confidential Information** means any and all information disclosed by either party to the other which is marked confidential or proprietary or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, the terms and conditions (but not the existence) of this Agreement, all trade secrets, Intellectual Property, and results of testing and benchmarking of Subscription Services. Client Data is excluded from the definition of Confidential Information. Each party will protect the other party's Confidential Information from unauthorized dissemination with the same degree of care used to protect its own confidential information, but in no event less than a reasonable amount of care. Company may use, for any purpose, Client Data or data arising out of a combination of Client Data and Subscription or Professional Services, so long as the relevant data has been anonymized and de-identified; however, Company agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third-party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

5.2 Compelled Disclosure. A party may disclose Confidential Information if it is compelled to do so by law. In any such case, the disclosing party must, to the extent legally permitted, provide prior notice and reasonable assistance to the other party (whose Confidential Information would be disclosed), at the other party's cost, if the other party desires to contest disclosure.

6. OWNERSHIP

6.1 All rights not expressly granted in this Agreement are reserved by Company and its licensors.

6.2 Subscription Services. Company and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in Subscription Services, Content, and the Site, including without limitation (i) Intellectual Property embedded or associated therein, and (ii) all derivative works and copies thereof.

6.3 Professional Services. Company shall retain all rights, title, and interest in Intellectual Property used or in any manner employed by Company in the provision of Professional Services.

7. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

7.1 General. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

7.2 Professional Services. Company warrants that the Professional Services will be performed in a workmanlike manner. As Client's exclusive remedy for any claim under this warranty, Client shall notify Company in writing of its claim within thirty (30) days of Company's completion of the applicable services and, provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall re-perform the applicable service. Company's entire liability and Client's exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.

7.3 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, ALL SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. COMPANY, ITS LICENSORS, THIRD-PARTY SUBCONTRACTORS, AND SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, DATABASE, SUBSCRIPTION SERVICES, DELIVERABLES, OR PROFESSIONAL SERVICES ARE ERROR FREE, ACCURATE, RELIABLE, WILL OPERATE WITHOUT INTERRUPTION, OR THAT ALL ERRORS WILL BE CORRECTED, OR THAT SUBSCRIPTION SERVICES WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (ii) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; AND (iii) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE, STATEMENT, OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES, CONTRACTORS, OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. COMPANY DISCLAIMS ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON ITS SITE, CONTENT, ASSESSMENTS, PRODUCTS, OR SUBSCRIPTION OR PROFESSIONAL SERVICES.

7.4 AS BETWEEN COMPANY AND CLIENT, CLIENT ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ITS USERS' COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CLIENT'S OR ANY OF ITS USERS' USE OF THE SUBSCRIPTION OR PROFESSIONAL SERVICES ALONE OR IN COMBINATION WITH ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE, OR WEB SITES, INCLUDING THOSE THAT ARE ACCESSED VIA LINKS FROM WITHIN SUBSCRIPTION SERVICES.

COMPANY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CLIENT FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THIS AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR SUCH ITEMS THAT ARE THE SUBJECT MATTER OF THE CLAIM FOR THE PRIOR TWELVE (12) MONTHS. IN NO EVENT WILL COMPANY, ITS LICENSORS, OR ITS SUPPLIERS BE LIABLE TO CLIENT OR THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS ACCRUED.

THIS SECTION 7 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

8. INDEMNIFICATION

8.1 Indemnification. Each Party shall indemnify and hold harmless the other and its principals, officers, directors, agents, and employees (**Indemnified Party[ies]**), and at the indemnifying party's option, either defend Indemnified Parties or pay their attorney's fees and court costs, from any loss, cost, damage, or expense incurred by the Indemnified Party that is finally awarded by a court of law to any third party as a result of a claim (i) arising from or in connection with a breach of sections 2.3 or 5 (and its subparts) above; or (ii) alleging infringement or misappropriation of a third party's U.S. patent, U.S. copyright, U.S. trademark, or U.S. trade secret.

Company shall have no indemnity obligation to Client where the alleged infringement or misappropriation arises from (i) a modification of Subscription Services as delivered to Client; (ii) the combination of Subscription Services with any other process, hardware, software, data, or functionality; (iii) any Client-originating data or content communicated using such Subscription Services; or (iv) any use of Subscription Services by Client in a manner inconsistent with the documentation or instructions provided by Company or otherwise in breach of this Agreement.

Client shall indemnify Company, its principals, officers, directors, agents, and employees (**Company Indemnified Party[ies]**), and at Client's option, either defend Company Indemnified Parties or pay their attorney's fees and court costs, from any loss, cost, damage, or expense incurred by the Company Indemnified Party that is finally awarded by a court of law to any third party as a result of a claim arising out of or in connection with any use or reliance by Client or any User of any Subscription Services, Professional Services, Content, or the Site.

8.2 Indemnification Procedure. The indemnifications made hereunder are provided upon the following conditions: (i) the indemnifying party controls any settlement or any suit or claim indemnified hereunder; (ii) the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed, must be obtained prior to any settlement by the indemnifying party that affects the Indemnified Party's rights and obligations; (iii) the indemnifying party is promptly informed of any third-party claim indemnified hereunder; and (iv) in the case of Client, Client ceases any alleged infringing activity upon actual or constructive notice of any claim or allegation of infringement.

9. TERM AND TERMINATION

9.1 Agreement Effective Date. This Agreement shall become effective the earlier of (i) the date of placement of the last-required signature, (ii) the date of first provision of Professional or Subscription Services, or (iii) the Subscription Start Date and shall continue in full force and effect until the expiration or termination of all Ordering Documents and attachments, unless otherwise terminated as provided hereunder.

9.2 Subscription Services Term. The initial term of Subscription Services commences on the Subscription Start Date specified in the Ordering Documents and continues for the length of time set forth therein. Subscription Services shall automatically renew at the end of a term (whether the initial term or a renewal term) unless either party gives written notice of termination at least sixty (60) days prior to the end of the term. The length of the renewal term shall be the same as that of the ending term. The initial term and renewal term(s) are collectively referred to as the **Subscription Services Term**.

9.3 Termination. Either party may terminate the Agreement including all Ordering Documents executed thereunder immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach; (ii) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or (iii) in the event of insolvency, an assignment for the benefit of creditors, the admittance by either party of any involuntary debts as they mature, or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

9.4 Partial Termination. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable

Ordering Documents. Ordering Documents that are not terminated shall continue in full force and effect under the terms of this Agreement.

9.5 Effect of Termination. Following termination of this Agreement, upon written request by Company, Client shall certify that Client has returned or destroyed all copies of Subscription Services, Confidential Information, Intellectual Property of Company, and all materials or documents relating to Subscription Services in any format and residing on any media. Client acknowledges that its rights to use the same are relinquished. Company has no obligation to retain Client Data more than three (3) months following the expiration or termination of Subscription Services; however, in cases where Client is current on all fees under the Agreement, Company shall provide Client Data to Client, upon reasonable request and during Company's normal business hours, for no additional fee during these three (3) months, after which additional fees may be incurred.

Termination for any reason shall not excuse Client's obligation to pay in full all amounts due or that become due through such termination or that arise under section 10.19. Nor shall termination result in a refund of fees paid, except where such termination is due to Company's breach or as expressly provided otherwise in this Agreement.

Upon termination of a Professional Services engagement, all work product, including all drafts and works in progress of deliverables, shall be delivered to Client upon payment of all relevant fees. Upon its receipt of a notice of termination, Company shall cease, and shall cause any agent or subcontractor to cease, all work under the applicable Ordering Documents and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Client. Except as may be expressly set forth in the applicable Ordering Documents, Client shall pay Company's fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith.

10. GENERAL PROVISIONS

10.1 Suspension. Company will be entitled to suspend any or all Subscription and Professional Services (i) immediately in the event Client is in breach of sections 2.1, 2.2, 2.3, or 2.4, above, or (ii) upon thirty (30) days' written notice to Client in the event Client is otherwise in breach of this Agreement. Company may impose an additional charge to reinstate service following such suspension.

10.2 Force Majeure. Delay or failure to perform any part of this Agreement (except for payment obligations), to the extent caused by events, occurrences, or causes beyond the control of the party seeking protection under this subsection, shall not constitute a breach of this Agreement, nor shall such delay or failure form the basis of any claim of loss, damage, or liability to the other party. Such events may include, but are not limited to, acts of God, epidemic, pandemic, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any such delay.

10.3 Subcontractors. Company may subcontract or delegate Subscription and/or Professional Services to any third party without Client's prior written consent. Company shall remain responsible to Client for any services which it subcontracts or delegates.

10.4 Assignment. Company may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not assign or transfer this Agreement without Company's prior written consent.

10.5 Non-solicitation. During the term of this Agreement and for a period of one (1) year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.6 Compliance. Company reserves the right to utilize Client Data to verify compliance with the terms of this Agreement. Company may monitor the usage, performance, and operation of Subscription Services using electronic, remote, or other means, without notice to Client.

10.7 Notices. Any notice required or permitted to be sent under this Agreement (except for invoices and notices related to payment of fees and price increases) shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement signature page or to such other address of the parties designated in writing in accordance with this subsection.

10.8 Relationship. This Agreement shall not create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.9 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.10 No Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

10.11 Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, proposals, conditions, representations, warranties, or other communication between the parties relating to its subject matter. No modification of this Agreement will be binding unless in writing, signed by an authorized representative of each party. All pre-printed or standard terms of any of Client's purchase order or other business processing document shall have no effect.

10.12 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties, their successors, and permitted assigns and does not confer any rights or benefits on any third party.

10.13 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws. Any dispute arising from or relating to this Agreement shall be litigated in the state or federal courts located in Wake County, North Carolina, to whose exclusive jurisdiction the parties hereby consent.

10.14 Headings and Drafting. The headings in this Agreement shall not be used to construe or interpret this Agreement. This Agreement shall not be construed in favor of or against a party based on the author of the document.

10.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of this Agreement, and the parties agree that facsimile, scanned copies of signatures, and electronic signatures shall be as effective and binding as original signatures.

10.16 Notice of U.S. Government Restricted Rights. If the Client hereunder is the U.S. Government, or if Subscription Services are acquired hereunder on behalf of the U.S. Government with U.S. Government funding, notice is hereby given that Subscription Services are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)."

10.17 OFAC Compliance. Client warrants that it is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with, and cause its Users to comply with, the regulations of the OFAC of the Department of the Treasury and any statute, executive order, or other governmental action relating thereto.

10.18 Conflict of Documents. If there is a conflict between the provisions of this Agreement and any other documents concerning Subscription Services performed under this Agreement, the order of precedence for purposes of resolution shall be: (i) this Agreement, (ii) any applicable Schedule identified in the Ordering Document(s), (iii) the

Ordering Document(s), and (iv) any other document executed by the parties.

10.19 Survival. The following provisions will survive any termination or expiration of this Agreement or Ordering Documents: sections 4, 5, 6, 7, 8, 9.5, 10, all corresponding sections in the attached Schedule(s), and all those provisions that, whether expressly or implied by their nature, are intended to survive the rescission, termination, or expiration of this Agreement.

[END DOCUMENT]

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SCHEDULE A – LEARNING

1. DEFINITIONS

1.1 Administrative Site means the main Site that is designated for administrative functions related to a group of Sub-Portals in an Enterprise System. The Administrative Site will have administrative capabilities over every Sub-Portal in the Enterprise System, including the ability to run reports, assign Content, and designate other Site Administrators.

1.2 Enterprise System means an Administrative Site linked to Sub-Portals.

1.3 Client Organization means an organization that has a corporate or contractual relationship with or is a member of Client. Client may specify Client Organizations that will receive Subscription Services through a Sub-Portal to this Agreement in an attached Exhibit. The addition of Sub-Portals shall require the execution of an amendment to this Agreement.

1.4 Documentation means the LMS User instructions, release notes, and online help files in the form generally made available by Company to its Clients, as updated from time to time by Company.

1.5 LMS means Company's proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements, and new versions thereof.

1.6 Subscription Services means access to the LMS and Content through the Site for Client's internal training purposes.

1.7 Sub-Portal means an individual Site that is included in an Enterprise System that has a direct relationship with other Sub-Portals and the Administrative Site.

1.8 Sub-Portal Administrator means a User who has been authorized by Client or Client's Site Administrator to have access to all administrative functionality within the individual Sub-Portal.

2. CONFIDENTIALITY

2.1 No Protected Health Information. Client will not provide Company with access to any Protected Health Information (as defined in 45 CFR § 160.103, **PHI**). Company reserves the right not to accept access to Client Data that contains PHI. Client represents and warrants that: (i) Client has the right and authority necessary to provide the Client Data to Company as provided hereunder, (ii) Client will disclose to Company only such Client Data as Client is authorized to disclose to Company, and (iii) such disclosure will be provided at all times in compliance with all applicable law, including, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, each as amended from time to time (**HIPAA**). The parties acknowledge that, under the terms of this Agreement, Company does not collect or possess PHI, and that Company shall not be required to execute a Business Associate Agreement or similar agreement. Client warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Company or its suppliers access to any such PHI.

3. OWNERSHIP

3.1 Modified Content; Client Content. Certain Users designated by Client may have authority to modify portions of the Content to meet certain of Client's needs or requirements (**Modified Content**) or to create unique content to meet certain of Client's needs or requirements (**Client Content**). In the case of Modified Content, Client shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Client Content, as between Company and Client, Client shall own the Client Content created or uploaded by authorized Users. Client shall be solely responsible for the accuracy, quality, integrity, and legality of data, Client Data, Modified Content, and Client Content uploaded in the LMS by Client.

3.2 De-Identified Data. Client acknowledges and agrees that Company has the unrestricted right to use Client's de-identified data for any purpose, in accordance with applicable law, including but not limited to quality assessment and improvements to the Subscription Services.

4. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

4.1 LMS Limited Warranty. Company warrants that the LMS will operate in all material respects in conformity with the functional specifications described in the Documentation. If the LMS does not perform as warranted and there is a material failure of the LMS to conform to its functional specifications described in the Documentation that is reported by the Client to, and replicable by, Company (**Errors**), Company shall use commercially reasonable efforts to correct Errors. As Client's exclusive remedy for any claim under this warranty, Client shall promptly notify Company in writing of its claim. Provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company or Client may terminate the affected Subscription Services, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Company's entire liability and Client's exclusive remedy for cure of the warranty set forth herein in this Section 4.1of Schedule A. If Client elects not to terminate the Subscription Services, Client waives all rights for the applicable warranty cure set forth herein. Company is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the LMS by anyone other than Company; (ii) Company's adherence to Client's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) Client deviating from the LMS operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Company.

4.2 Links. The Subscription Services may include links to third-party Internet sites or other resources provided by third parties. Because Company has no control over such sites and resources, Client acknowledges and agrees that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Client further acknowledges and agrees that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, use of or reliance on any such content, goods, or services available on or through any such third-party site or resource.

5. INDEMNIFICATION

5.1 Indemnification for Modified/Client Content. Client shall indemnify and hold Company, its Affiliates, suppliers, data center, employees, and officers (**Content Indemnified Party[ies]**) harmless from and against all liability, claims, damages, fines, losses, and expenses (including reasonable attorney's fees, court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Content Indemnified Party arising out of, or in connection with, any use or reliance by Client or any User of any Modified Content or Client Content, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or a Content Indemnified Party arising out of, or relating to, the use of or reliance by Client or any User on any Modified Content or Client Content.

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RELIAS

Proposal to
Mendocino County Behavioral Health and Recovery Services

Prepared by:
Will Sapp
Relias LLC
1010 Sync Street, Suite 100
Morrisville, NC 27560

Submitted:
7/9/2025

CONFIDENTIAL

Quote Number: Q-536894

Docusign Envelope ID: 767FF89C-CEC4-4160-8CF2-E3B06D7F9CB3

Notice of Renewal

Mendocino County Behavioral Health and Recovery Services
1120 S Dora St
Ukiah, CA 95482

The term of this agreement is: 36 Months	Method of Payment: ACH
Billing Frequency: Annually	
Renewal Subscription Start Date is: 12/1/2025	

Subscription Services Name	Subscription Metric	Subscription Quantity
Management Platform	Per User	130
Virtual Classroom	Per User	130

BCH Solutions

Subscription Services Name	Subscription Metric	Subscription Quantity
Regulatory and Compliance for BCH	Per User	130
Behavioral Health Services	Per User	130
Professional Development for BCH	Per User	130

Annual Subscription Total for Subscription Coverage Period 12/1/2025 - 11/30/2026 **USD 25,561.85**

This notice of renewal is subject to the terms and conditions of the Master Services Agreement between Relias LLC and Mendocino County Behavioral Health and Recovery Services, dated 12/1/2022.

THIS IS NOT AN INVOICE
Your annual invoice will be sent out 30 days in advance of your Subscription Coverage Period.

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Prices quoted do not include taxes. Please consult with the tax advisors within your state if you have questions about local tax requirements. If required by local law, Relias must collect taxes and pay them on your behalf. Additionally, if the Method of Payment on the Ordering Document is Credit Card, you will be charged an additional 3% transaction fee

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jenine Miller, Psy.D.
Director of Health Services

Date: 9/2/25

Budgeted: Yes
Budget Unit: 4050, 4035
Line Item: 86-2227
Org/Object Code: MHQA99, HSADMIN
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/20/2025

CONTRACTOR/COMPANY NAME

By: Ross Golden
40074DA3CF8246E...
Ross Golden

Date: 28-Aug-2025

NAME AND ADDRESS OF CONTRACTOR:

Relias, LLC.
1010 Sync Street, Suite 100
Morrisville, NC 27560
919-694-0068
lhom@relias.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 08/20/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 08/20/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 26-13
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside of Mendocino County

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 30)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: September 23, 2025

Department Contact: Jenine Miller, Psy.D. **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of First Amendment to BOS Agreement 25-043 with Mendocino Coast Hospitality Center to Increase the Amount by $99,088.50 for a New Total of $155,895 to Provide Services to Severely Mentally Disabled Clients Per the Projects for Assistance in Transition from Homelessness (PATH) Grant, Effective July 1, 2025, through June 30, 2026

Recommended Action/Motion:
Approve first amendment to BOS Agreement 25-043 with Mendocino Coast Hospitality Center to increase the amount by $99,088.50 for a new total of $155,895 to provide services to severely mentally disabled clients per the Projects for Assistance in Transition from Homelessness (PATH) Grant, effective July 1, 2025, Through June 30, 2026; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments to the Agreement that do not affect the annual maximum amount; and authorize Chair to sign the same.

Previous Board/Board Committee Actions:
May 20, 2025, Item 3Q), Approval of Agreement No. BOS-25-043

Summary of Request:
Mendocino Coast Hospitality Center (MCHC) is a unique provider of services on the Coast to severely mentally disabled homeless clients who are residents of the Homeless Shelter and Transitional Housing Apartments. Services include outreach, case management and supportive supervisory services to maintain housing. MCHC provides, shelter services, transitional and permanent housing, and resource center and case management services. PATH clients will be referred to California Department of Vocational Rehabilitation, CalWORKs, and directly provided with habilitation vocational services at MCHC through the PATH funding. The PATH funding has been granted for this specific service since FY 14-15. For FY 24-25, the Department of Health Care Services (DHCS) provided $56,806.50 for Projects for Assistance in Transition from Homelessness (PATH) funding and originally provided that same amount for the 25-26 Fiscal Year.

After the initial allocation was approved, the Department of Health Care Services (DHCS) received an additional $99,088.50 in SFY 2025-26 Projects for Assistance in Transition from Homelessness (PATH) funding and chose to grant Mendocino County the opportunity to claim it to supplement the previous allocation of $56,806.50 making the new allocation total $155,895

Alternative Action/Motion:

Item #: 30)

Return to staff for alternative handling

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: PATH
current f/y cost: $155,895
budget clarification:
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

BOS AGREEMENT NO. _____

AMENDMENT #1

Original Agreement No.	BOS-25-043

AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-25-043

This Amendment to Agreement No. BOS-25-043 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **MENDOCINO COAST HOSPITALITY CENTER,** hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-25-043 was entered into on July 1, 2025 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Initial Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by $99,088.50 from $56,806.50 to $155,895; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update Exhibit A, Definition of Services set out in the Initial Agreement to include Case Manager services; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update Exhibit B, Payment Terms set out in the Initial Agreement to update the budget line items and reflect the amount increase.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by $99,088.50 from $56,806.50 to $155,895.
2. The Exhibit A, Definition of Services, set out in the Initial Agreement is hereby altered, and a new Exhibit A is attached herein.
3. The Exhibit B, Payment Terms, set out in the Initial Agreement is hereby altered, and a new Exhibit B is attached herein.

All other terms and conditions of the Initial Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jennie Miller, Psy.D.,
Director of Health Services

Date: 9/2/25

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-2189
Org/Object Code: MHAS91
Grant: Yes
Grant No.: PATH

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/20/2025

CONTRACTOR/COMPANY NAME

By: _____
Paul Davis, Executive Director

Date: 8/20/25

NAME AND ADDRESS OF CONTRACTOR:

MENDOCINO COAST HOSPITALITY CENTER
101 North Franklin Street
Fort Bragg, CA 95437
707-961-0172
paul@mendocinochc.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 08/20/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 08/20/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 26-12
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT A

DEFINITION OF SERVICES

I. CONTRACTOR shall provide the following:

A. Direct services for individuals who have been diagnosed with a serious mental health diagnosis and who are residents of:

1. The Homeless Shelter
2. Transitional Housing

B. Outreach and supportive supervisory services to clients in order to maintain housing.

C. A staff person to serve as the Projects for Assistance in Transition from Homelessness (PATH) Coordinator, and a staff person to serve as the PATH Case Manager. The Coordinator and Case Manager positions shall:

1. Provide case management to individuals who have been diagnosed with a serious mental health diagnosis while in residence, to monitor their progress towards fulfilling their treatment plan. This may include client ancillary support such as transportation and other needs.

2. Assist target population individuals to obtain and utilize other vital services from community organizations.

3. Assist target population individuals in obtaining health and dental services, medications, and access to Substance Use Disorders Treatment (SUDT).

4. Facilitate client access to the Wellness Center group programming (at Mendocino Coast Hospitality Center).

D. An Outreach Specialist who will provide Street Outreach in the greater Fort Bragg area, targeting encampments, emergency shelters, food banks, and other areas known to have high homeless populations. The Outreach Specialist will determine eligibility for PATH, and conduct enrollments or facilitate the PATH Coordinator conducting the enrollment.

E. A Mental Health Rehab Specialist who will provide one-on-one skills building sessions with PATH clients with a focus on overcoming barriers to permanent housing and employment.

F. Support and supervision of the PATH Coordinator, Outreach Specialist, and Mental Health Rehab Specialist by the Executive Director of Mendocino Coast Hospitality Center.

II. In carrying out the Definition of Services contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent (15%) payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

III. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.

IV. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

V. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY shall pay CONTRACTOR as per the following instructions:

A. Payments for this Agreement are contingent on COUNTY being awarded the Projects for Assistance in Transition from Homelessness (PATH) Grant by the Department of Health Care Services (DHCS) for Fiscal Year (FY) 2025-26.

B. COUNTY shall act only as the fiscal intermediary between CONTRACTOR and DHCS for fund payments. Payments for all services provided pursuant to this Agreement are contingent upon the award and continued availability of funds granted to COUNTY by DHCS for FY 2025-26. Should funding be denied, reduced, or terminated by DHCS, COUNTY may require the reduction of service levels, other program adjustments, and/or cancellation of this Agreement without incurring legal liability, therefore.

C. In the event that funds provided under this Agreement are expended prior to the end of the Agreement period, CONTRACTOR shall provide ongoing services under the terms of this Agreement through the end of the Agreement period without further payment from COUNTY.

D. CONTRACTOR shall submit monthly reports and invoices on the provided Attachment 1. Invoices are due by the tenth (10^{th}) of the month following the month of services. All invoices shall clearly reflect and, in reasonable detail, give information regarding the services invoiced. CONTRACTOR shall document all time for PATH services on a time sheet to be submitted with the coordinating month's invoice. Invoices not received within thirty (30) days shall not be honored. Invoices shall not be paid by COUNTY unless and until awarded the PATH Grant by DHCS for FY 2025-26.

E. CONTRACTOR shall submit itemized invoices to:

Behavioral Health and Recovery Services
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

F. Budget:

STAFFING	
PATH Coordinator	$30,439
Executive Director	$29,387
Outreach Specialist	$17,557
MH Rehab Specialist	$24,668
PATH Case Manager	$15,071
Benefits	$21,521
Subtotal Staffing	**$138,643**
SUPPLIES	
Office Supplies	$2,751
Operating Supplies	$1,500
Subtotal Supplies	**$4,251**
Travel	
Employee Mileage	$1,501
Subtotal Travel	**$1,501**
OTHER EXPENSES	
Client Needs (transport and other needs)	$6,500
Outreach Supplies	$5,000
Subtotal Other Expenses	**$11,500**
Annual Total	**$155,895**

II. The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Fifty-Five Thousand Eight Hundred Ninety-Five Dollars ($155,895) for the term of this Agreement.

[END OF PAYMENT TERMS]

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3p)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: September 23, 2025

Department Contact: Jenine Miller, Psy.D. **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Retroactive Second Amendment to Agreement No. BOS-24-091 with Psynergy Programs, Inc. in the Amount of $20,000 for a New Total of $385,000 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2024, through June 30, 2025

Recommended Action/Motion:
Approve retroactive second amendment to Agreement No. BOS-24-091 with Psynergy Programs, Inc. in the amount of $20,000 for a new total of $385,000 to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective July 1, 2024 through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
June 25, 2024, item 3t) Board of Supervisors approval of Agreement No. 24-091
March 11, 2025, item 3g) Board of Supervisors approval of Agreement No. 24-091-A1

Summary of Request:
The Lanterman-Petris-Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements ensuring the most appropriate care within the largest possible placement options.

Psynergy Programs, Inc. is one of the few residential care facilities able to provide services to Mendocino County LPS clients. Psynergy Programs, Inc. is a residential care facility, with a primary office located in

Item #: 3p)

Morgan Hill, CA, providing 24-hour residential care in a clean, comfortable, and home-like environment at multiple locations. Psynergy Programs, Inc. provides medication management, educational opportunities, socialization and group interactions, entertainment/recreation, and transportation to the residents with an overall goal for clients to achieve independence with a lower level of care requirement.

An amendment is being requested to retroactively increase the total, as the placement was utilized at a higher rate than was anticipated during the final months of the fiscal year. The placement has been able to accommodate clients with more complex presentations than some of our other levels of care requiring an increased utilization and an increased cost of care for clients of Mendocino County. This placement utilizes Medi-Cal billing where appropriate to offset LPS placement costs.

Alternative Action/Motion:
Return to staff for alternative handling

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050
current f/y cost: $385,000
budget clarification: Budgeted at $150,000.00, increased costs mitigated by reduction in other utilization.
annual recurring cost: No
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

BOS AGREEMENT NO. _____

AMENDMENT #2

Original Agreement	BOS-24-091
Amendment 1	BOS-24-091-A1

SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-091

This second Amendment to Agreement No. BOS-24-091 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PSYNERGY PROGRAMS, INC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-091 was entered into on July 1, 2024 (the "Initial Agreement"); and

WHEREAS, first Amendment to Agreement No. BOS-24-091 was entered into on March 11, 2025 (the "First Amendment") increasing the total amount by $215,000 for a new total of $365,000; and

WHEREAS, the Initial Agreement and First Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this second Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by $20,000 from $365,000 to $385,000.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by $20,000 from $365,000 to $385,000.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jenine Miller, Psy.D.
Director of Health Services

Date: 8/26/25

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-3162
Org/Object Code: MHMS75
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/11/2025

CONTRACTOR/COMPANY NAME

By: _____
Arturo Uribe, LCWS-President and CEO

Date: 8/25/2025

NAME AND ADDRESS OF CONTRACTOR:

PSYNERGY PROGRAMS, INC.
18225 Hale Avenue
Morgan Hill, CA 95037
408-833-5115
lkaufmann@psynergy.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 08/11/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 08/11/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB-22-101
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside of Mendocino County

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3q)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: September 23, 2025

Department Contact: Jenine Miller, Psy.D. **Phone:** 707-472-2341
Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Retroactive Third Amendment to Agreement No. BOS-24-071 with Willow Glen Care Center Increasing the Amount by $9,200 for a New Total of $554,200 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2024, through June 30, 2025

Recommended Action/Motion:
Approve retroactive third amendment to Agreement No. BOS-24-071 with Willow Glen Care Center increasing the amount by $9,200 for a new total of $554,200 to provide residential care to Mendocino County Lanterman-Petris-Short clients effective July 1, 2024, through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
May 21,2024, item 3m) Board of Supervisors approval of Agreement MH-24-071
June 24, 2025, item 3av) Board of Supervisors approval of Agreement MH-24-071 A1
July 29, 2025, item 3ad) Board of Supervisors approval of Agreement MH-24-071 A2

Summary of Request:
The Lanterman-Petris-Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements ensuring the most appropriate care within the largest possible placement options.

Willow Glen Care Center is one of a few residential care facilities able to provide services to Mendocino County LPS clients. Willow Glen Care Center, located in Yuba City, California, provides a broad range of

services in different locations to adults requiring a structured environment due to mental health challenges. Services include group therapy, training, entertainment/recreation, transportation, and programs to promote the recovery of clients for independent living in the community. The County's goal is to transfer clients to a less restrictive residential setting as soon as they are able.

A retroactive amendment is being requested, as the placement was utilized at a higher rate than was anticipated during the final months of the fiscal year. The placement has been able to accommodate clients with more complex presentations than some of our other levels of care requiring increased utilization and increased cost of care for clients of Mendocino County.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050
current f/y cost: $554,200
budget clarification: Budgeted at $500,000, increased costs mitigated by reduction in other utilization.
annual recurring cost: No
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

BOS AGREEMENT NO. _____

AMENDMENT #3

Original Agreement No.	BOS-24-071
Amendment 1	BOS-24-071-A1
Amendment 2	BOS-24-071-A2

THIRD AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-071

This third Amendment to Agreement No. BOS-24-071 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **WILLOW GLEN CARE CENTER, INC.,** hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-071 was entered into on July 1, 2024 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-24-071 was entered into on June 24, 2025 (the "First Amendment") increasing the total amount from $500,000 to $510,000; and

WHEREAS, Second Amendment to Agreement No. BOS-24-071 was entered into on July 29, 2025 (the "Second Amendment") increasing the total amount from $510,000 to $545,000; and

WHEREAS, the Initial Agreement, First Amendment, and Second Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this third Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by $9,200 from $545,000 to $554,200.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by $9,200 from $545,000 to $554,200.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jenine Miller, Psy.D.,
Director of Health Services

Date: 8/26/25

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-3162
Org/Object Code: MHMS75
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/11/2025

CONTRACTOR/COMPANY NAME

By: _____
Jeff Payne, Executive Director

Date: 8/25/25

NAME AND ADDRESS OF CONTRACTOR:

WILLOW GLEN CARE CENTER, INC.
1547 Plumas Court
Yuba City, CA 95991
530-751-9904
jpayne@hmcg.us

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 08/11/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 08/11/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 23-74
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside Mendocino County

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3r)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: September 23, 2025

Department Contact: Jenine Miller, Psy D. **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Authorizing the Auditor Controller/Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of $27,547, From Various Psychiatric Hospitals, Clinics and Physician Offices for Mandated Services Provided to Qualified Mendocino County Mental Health Clients

Recommended Action/Motion:
Adopt Resolution authorizing the Auditor Controller Treasurer/Tax Collector or designee to process and pay for outstanding invoices, totaling the amount of $27,547, from various psychiatric hospitals, clinics and physician offices for mandated services provided to qualified Mendocino County mental health clients; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
June 25, 2024, Item 3p), Approval of Resolution No. 24-097
July 23, 2024, Item 3n), Approval of Resolution No. 24-118
September 10, 2024, Item 3y), Approval of Resolution No. 24-124
October 22, 2024, Item 3l), Approval of Resolution No. 24-155
December 3, 2024, Item 3n) Approval of Resolution No. 24-163
January 7, 2025, Item 3l) Approval of Resolution No. 25-004
February 11, 2025, Item 3w) Approval of Resolution No. 25-024
April 8, 2025, Item 3k) Approval of Resolution No. 25-056
April 8, 2025, Item 3l) Approval of Resolution No. 25-057
May 6, 2025, Item 3f) Approval of Resolution No. 25-075
June 3, 2025, Item 3n) Approval of Resolution No. 25-100
June 3, 2025, Item 3o) Approval of Resolution No. 25-101
June 24, 2025, Item 3ae) Approval of Resolution No. 25-107
July 8, 2025, Item 3s) Approval of Resolution No. 25-114
September 9, 2025, Item 3ab) Approval of Resolution

Summary of Request:
Mendocino County Behavioral Health and Recovery Services (BHRS) is required to provide or arrange for specialty mental health services to eligible Medi-Cal beneficiaries, including certain mandated psychiatric services. As summarized in the attached report of claims, BHRS received invoices from various psychiatric hospitals, clinics, and physician offices for such services, totaling Twenty-Seven Thousand Five Hundred Forty -Seven Dollars ($27,547.00).

Item #: 3r)

Until January 1, 2024, BHRS was contracted with Redwood Quality Management Company (RQMC) to work on behalf of the County as an Administrative Services Organization (ASO), and in that model, all payments for such services were made on behalf of the County through RQMC. Without an ASO model, pursuant to Welfare and Institutions Code section 5600, et seq., BHRS is still required to reimburse and provide direct payments to hospitals and physicians for the provision of these mandated services. Due to the unpredictable nature of bed availability in the region, eligible clients may receive mandated services throughout the State of California, and it is not feasible for BHRS to contract with all such potential hospitals and physicians/providers. However, BHRS intends to contract with the primary vendors identified in the attached for fiscal year (FY) 25-26 and is currently working towards these contracts.

Through this proposed Resolution, BHRS seeks approval from the Board of Supervisors (BOS) to authorize payments by the Auditor-Controller-Treasurer-Tax Collector (ACTTC) on invoices from various psychiatric hospitals, clinics, and physicians, for mandated services to qualified Mendocino County mental health clients, totaling $27,547.00.

Alternative Action/Motion:
Return for alternative staff handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: None
budgeted in current f/y (if no, please describe): N/A
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE AUDITOR CONTROLLER TREASURER TAX COLLECTOR TO PROCESS AND PAY OUTSTANDING INVOICES FROM VARIOUS PSYCHIATRIC HOSPITALS CLINICS, AND PHYSICIAN OFFICES FOR MANDATED SERVICES PROVIDED TO QUALIFIED MENDOCINO COUNTY MENTAL HEALTH CLIENTS

WHEREAS, Mendocino County Behavioral Health and Recovery Services (BHRS) is required to provide or arrange for specialty mental health services to eligible Medi-Cal beneficiaries, including certain mandated psychiatric services; and

WHEREAS, BHRS received invoices from various psychiatric hospitals, clinics, and physician offices for such services, totaling Twenty-Seven Thousand Five Hundred Forty-Seven Dollars ($27,547.00), and

WHEREAS, pursuant to Welfare and Institutions Code section 5600, et seq., BHRS is required to reimburse and provide direct payments to hospitals and physicians for the provision of these mandated services; and

WHEREAS, due to the unpredictable nature of bed availability in the region, eligible clients may receive mandated services throughout the State of California, and it is not feasible for BHRS to contract with all such potential hospitals and physicians/providers; and

WHEREAS, BHRS seeks approval from the Board of Supervisors to authorize the Auditor Controller Treasurer Tax Collector or designee to process and pay the aforementioned invoices.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors approves the Auditor Controller Treasurer Tax Collector or Designee to process and pay for outstanding invoices, totaling Twenty-Seven Thousand Five Hundred Forty-Seven Dollars ($27,547.00), from various psychiatric hospitals, clinics, and physician offices for mandated services provided to qualified Mendocino County mental health clients.

The foregoing Resolution introduced by Supervisor , seconded by Supervisor , and carried this day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

County of Mendocino
Behavioral Health and Recovery
Report of Claims Requiring Board Action to Authorize payment by Auditor-Controller

Date of Action: xx/xx/xxxx

Munis Acct String	Department	Payee	Description	Invoice Amount	Amount Paying	Justification
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 235846 03/14-04/02/25	$ 1,450.00	$ 1,304.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 235846 03/14-04/02/25	$ 1,888.00	$ 1,793.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 120304 01/06-01/14/25	$ 520.00	$ 489.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 120304 01/06-01/14/25	$ 937.00	$ 815.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 240237 04/03-04/07/25	$ 536.00	$ 326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 240237 04/03-04/07/25	$ 342.00	$ 326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 302614 04/11-04/14/25	$ 707.00	$ 489.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 302605 03/11-04/03/25	$ 2,075.00	$ 1,793.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 302605 03/11-04/03/25	$ 2,052.00	$ 1,956.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 241155 04/07-04/18/25	$ 766.00	$ 652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 241155 04/07-04/18/25	$ 1,117.00	$ 1,141.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 239294 04/15-04/22/25	$ 349.00	$ 326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 302526 04/10-04/17/25	$ 499.00	$ 652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 239891 04/15-04/22/25	$ 1,391.00	$ 1,141.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 241265 04/17-04/21/25	$ 878.00	$ 652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 302782 04/09-04/22/25	$ 903.00	$ 815.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 302782 04/09-04/22/25	$ 1,450.00	$ 1,304.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 120141 04/09-05/05/25	$ 2,075.00	$ 1,793.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 120141 04/09-05/05/25	$ 2,052.00	$ 1,956.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 318561 04/02-04/09/25	$ 1,049.00	$ 815.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 318561 04/02-04/09/25	$ 342.00	$ 326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 240502 04/28-05/04/24	$ 1,156.00	$ 978.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 239294 04/15-04/22/25	$ 937.00	$ 815.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 241336 04/21-04/29/25	$ 937.00	$ 815.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 241336 04/21-04/29/25	$ 625.00	$ 489.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 241311 04/25-04/28/25	$ 707.00	$ 489.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 300747 04/29-05/07/25	$ 766.00	$ 652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 300747 04/29-05/07/25	$ 691.00	$ 652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Fees 241257 04/01-04/11/25	$ 497.00	$ 489.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health Vallejo 7435	Professional Fees 237298 12/03-12/12/24	$ 2,000.00	$ 1,304.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
			Total		**27,547.00**	

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3s)

To: BOARD OF SUPERVISORS

From: District Attorney

Meeting Date: September 23, 2025

Department Contact:	C. David Eyster	**Phone:**	707-463-4211
Department Contact:	Kathryn Cavness	**Phone:**	707-463-4194

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of the District Attorney's Purchase of a Trained PALS Facility/Comfort Support Dog for the Victim Assistance Unit in the Amount of $3,000; and Approval of Standard Service Agreement from September 23, 2025, through June 30, 2030

Recommended Action/Motion:
Approve the District Attorney's purchase of a trained PALS facility/comfort support dog for the Victim Assistance Unit in the amount of $3,000; approve Standard Service Agreement from September 23, 2025, through June 30, 2030; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
The District Attorney is seeking Board of Supervisor's approval for the purchase of one trained PALS facility/comfort support dog for the Victim Assistance Unit in the Amount of $3,000 and enter into a Standard Service Agreement from September 23, 2025, through June 30, 2030.

Alternative Action/Motion:
Return to staff for further direction

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

Item #: 3s)

source of funding: Asset Forfeiture
current f/y cost: $3,000
budget clarification: One Time Purchase
annual recurring cost: No
budgeted in current f/y (if no, please describe): No
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

#_____

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO/MENDOCINO COUNTY DISTRICT ATTORNEY, hereinafter referred to as the "COUNTY", and PAWS AS LOVING SUPPORT ASSISTANCE DOGS OF FORESTVILLE, CALIFORNIA ("PALS"), hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Comfort Support Dog Services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date") and shall continue through June 30, 2030.

The compensation payable to CONTRACTOR hereunder shall not exceed THREE-THOUSAND DOLLARS ($3,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DAVID EYSTER, DISTRICT ATTORNEY
ELECTED OFFICIAL

Date: 07-01-2025

Budgeted: ☒ Yes ☐ No
Budget Unit: 2070
Line Item: 862239 Special Department
Expense Org/Object Code: DA 862239
Grant: ☐ Yes ☒ No
Grant No.:

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 07/17/2025

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: 7-7-2025

NAME AND ADDRESS OF CONTRACTOR:

Paws As Loving Support Assistance

7580 Covey Road

Forestville, CA 95436

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Brina Blanton
COUNTY COUNSEL

Date: 07/17/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/17/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

   CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

   In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

   CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

   Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

   CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

   b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this

Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY overpays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports

and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:
COUNTY OF MENDOCINO
District Attorney's Office, Rm G-10
Ukiah, CA 95482
Attn: Kathryn Cavness

To CONTRACTOR:
Paws As Loving Support Assistance
7580 Covey Road
Forestville, CA 95436
Attn: Nancy Pierson

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to

its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in

the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Support Dog Services shall not exceed $3,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

CONTRACTOR may terminate this agreement upon occurrence of any of the following events:

1. Failure of Client to meet any financial agreement described above.
2. Any dangerous or unsafe behavior on the part of Client or PALS' facility/comfort support dog as assessed by PALS staff.
3. Surrender and return of PALS facility/comfort support dog at Client's request.
4. Return of PALS facility/comfort support dog in the event of abuse or neglect by Client as assessed by a third-party veterinarian.
5. Failure of Client to comply with the requirements for facility/comfort support dog replacement or with any additional training plan recommendations
6. Upon the occurrence of any of the above listed events and termination of this Contract, no refund of any portion of the facility/comfort support dog team payment will be owing to Client or any other party.

20. NON-APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. Only the Elected Official or his or her designee shall have the authority to approve subcontractor(s).

c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

A. Description of Services Provided by PALS:

1. Trained PALS facility/comfort support dog and one time replacement if applicable.
2. Certification of the dog and facilitator team upon successful completion of training and passing of the ADI public access test.
3. Follow up services for as long as the PALS' facility/comfort support dog team remains in compliance with PALS' certification standards including:
    a. Successfully passing the ADI public access test 1 year after placement and thereafter as deemed appropriate by PALS.
    b. Consultation about any canine behavior problems/ issues/ concerns.
4. Transfer of ownership of the PALS' facility/comfort support dog to Client upon successful completion of the modified ADI (Assistance Dog International) public access test, positive evaluation of the team after a minimum working time of 6 months, upon full payment of $3,000 for services.

B. PALS' Facility/Comfort support Dog Replacement. PALS will make one attempt to replace a PALS' facility/comfort support dog for Client but only in accordance with its policies and procedures on Client matching, training, and availability, and with adherence to the following requirements:
1. Client must call the executive director of PALS and describe in detail the areas of concern.
2. Client must submit in writing or via email the areas of concern with PALS' facility/comfort support dog within 2 days of the initial call. (Please note that PALS will record all emails, phone conversations and meetings to better implement an additional training plan for the facility/comfort support dog team.)
3. If Client does not comply with the requirements in (a) and (b) above or with the additional training plan recommendations made by PALS, the PALS' facility/comfort support dog will be returned, and no refund will be due to Client or any other party.
4. If the additional training plan is followed by Client as indicated by Client documentation and confirmed by PALS' trainer and any of the following behaviors still exist, the PALS' facility/comfort support dog will be returned to PALS:
    a. PALS' facility/comfort support dog's failure to bond with Client as evidenced by the PALS' facility/comfort support dog's refusal to obey basic commands.
    b. Signs of aggression fr9m the PALS' facility/comfort support dog as documented by a PALS' trainer.

c. Extreme behaviors by Client or PALS' facility/comfort support dog that place the Client or PALS' facility/comfort support dog directly in harm's way as documented by a PALS' trainer.

5. The criteria in 1, 2, and 3 above must be evaluated, witnessed and documented by a PALS' trainer to be considered for removal of the PALS' facility/comfort support dog. This evaluation will take place over the course of one week and the Client agrees to surrender the PALS' facility/comfort support dog to PALS during this period. PALS will administer a practical exam, ADI public access test, and place the PALS' facility/comfort support dog in the environments indicated by Client.

C. Unsuccessful Replacement.

PALS will attempt once to replace a PALS' facility/comfort support dog in accordance with the requirements and criteria listed in Section 4 one time only. If an attempt at replacement fails because of the existence of the behaviors listed in Section 4 and Client has followed the requirements and complied with any additional training plan recommendations, after signing an acknowledgement of this fact Client shall be entitled to a refund of that portion of the payments made under Section 2 that Client can document was paid from their personal funds. No refund shall be made to any other party, (corporate or private), nor for any portion of the payment provided by donations, gifts, or any source of payment other than Client's documented personal funds.

D. Confidentiality.

PALS will not at any time or in any manner, either directly or indirectly use, divulge, disclose, or communicate for personal benefit, any information that is personal/medical without prior authorization from Client. PALS will protect such information and treat it as strictly confidential. This provision shall continue to be effective after termination of the Contract. All records created or obtained through the course of training will remain the property of PALS.

[END OF DEFINITION OF SERVICES]

a location that is reasonably conspicuous. Upon COUNTY's request

EXHIBIT B

PAYMENT TERMS

2. Payment for Services.

PALS' facility/comfort support dog team payment for services is $3,000. It is understood and agreed by Client that PALS cost of providing services under this Contract, including not limited to raising, training, and evaluating facility/comfort support dogs; training, evaluation, and support for Client; and administration of its program and this Contract are much greater than the amount of such payment.

This Contract limits or eliminates the right of Client or any other party to any refund of such payment. Payment must be made in full prior to or upon placement of the PALS' facility/comfort support dog in the home; or, in PALS' sole discretion, a minimum of $1,500 must be paid prior to or upon such placement and the balance over a period not to exceed 6 months pursuant to the terms of a Facility/Comfort Support Dog Payment Agreement. If the PALS' facility/comfort support dog becomes injured or dies prior to PALS receiving the facility/comfort support dog payment in full under such Agreement, Client agrees to pay the outstanding balance in full immediately.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - $500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.gov

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3t)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: September 23, 2025

Department Contact:	Cherie Johnson	**Phone:**	707-234-6600
Department Contact:	Brandy Dalzell	**Phone:**	707-234-6600

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Amending the Position Allocation Table to Delete Positions with a Vacancy of Six (6) Months or Longer as Outlined in Attachment A

Recommended Action/Motion:
Adopt Resolution amending the Position Allocation Table to delete positions with a vacancy of six (6) months or longer as outlined in Attachment A; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On June 24, 2025, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2025-2026 Budget, Resolution Number 25-111.

Summary of Request:
The Human Resources Department is charged, as part of the overall maintenance of the classification and compensation plan, to evaluate current classifications, create new classifications (including appropriate salary levels), reclassify positions, examine requests for salary grade adjustments, analyze allocations, and make recommendations for additions, modifications, and corrections.

Human Resources, in collaboration with the Executive Office, requests approval to delete all positions from the Position Allocation Table that have been vacant for six (6) months or longer and are not actively under recruitment, regardless of funding source and status.

Attachment A contains the list of positions to be deleted from the Position Allocation Table.

Alternative Action/Motion:
Do not adopt recommendation and direct staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3t)

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): No
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: No

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

RESOLUTION NO. 25-_____

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 25-111, which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the affected departments or agencies have agreed to remove the position(s) outlined in Attachment A within their existing fiscal year budgets; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorizes the Position Allocation Table of said Resolution to be amended as follows:

The effective date of this Resolution shall be September 28, 2025, to coincide with the beginning of Pay Period 21-25.

The foregoing Resolution introduced by Supervisor , seconded by Supervisor , and carried out this 23rd day of September 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

_____
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHARLOTTE SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

_____

_____
Deputy

Attachment A

FY 25 - 26 Position Allocation Table - Deletion of Vacant Positions

Budget Unit	Department	Classification	Position Number	Action	FTE
0464	DA VICTIM WITNESS	STAFF ASSISTANT II	2485	Delete	1.00
2070	DISTRICT ATTORNEY	CHIEF DEP DISTRICT ATTORNEY	1753	Delete	1.00
2070	DISTRICT ATTORNEY	DEPUTY DISTRICT ATTORNEY IV	3193	Delete	1.00
2070	DISTRICT ATTORNEY	LEGAL ASSISTANT	3340	Delete	1.00
2070	DISTRICT ATTORNEY	DEPUTY DISTRICT ATTORNEY III	3839	Delete	1.00
2070	DISTRICT ATTORNEY	SR LEGAL ASSISTANT	4330	Delete	1.00
2070	DISTRICT ATTORNEY	DISTRICT ATTORNEY INVEST	4661	Delete	1.00
2080	PUBLIC DEFENDER	LEGAL ASSISTANT	4407	Delete	1.00
2310	SHERIFF CORONER	DEPUTY SHERIFF CORONER	288	Delete	1.00
2310	SHERIFF CORONER	SHERIFF'S SERGEANT	289	Delete	1.00
2310	SHERIFF CORONER	DEPUTY SHERIFF CORONER	377	Delete	1.00
2310	SHERIFF CORONER	DEPUTY SHERIFF CORONER	401	Delete	1.00
2560	PROBATION OFFICE	DEPUTY PROBATION OFFICER II	443	Delete	1.00
2560	PROBATION OFFICE	DEPUTY PROBATION OFFICER II	2026	Delete	1.00
2851	PLANNING AND BUILDING	PLANNER III	494	Delete	1.00
2851	PLANNING AND BUILDING	CHIEF PLANNER	1431	Delete	1.00
2851	PLANNING AND BUILDING	SR BUILDING INSPECTOR	4420	Delete	1.00
4011	ENVIRONMENTAL HEALTH	ENVIRONMENTAL HEALTH SPEC II	1345	Delete	1.00
6210	FARM ADVISOR	OFFICE SERVICES SUPERVISORS	853	Delete	1.00
					19 Positions

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3u)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: September 23, 2025

Department Contact:	Cherie Johnson	**Phone:**	707-234-6600
Department Contact:	Denise Bartolomei	**Phone:**	707-234-6600

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Authorization to Rescind Mendocino County Policy #34 Mentoring Program

Recommended Action/Motion:
Authorize Mendocino County Policy #34 Mentoring Program to be rescinded.

Previous Board/Board Committee Actions:
Policy #34 Mentoring Pilot Program was originally adopted June 20, 2000, as a one-year pilot program, and was modified on May 22, 2001, as a permanent program.

Summary of Request:
Human Resources, in collaboration with the Executive Office, is currently reviewing policies under the purview of Human Resources and recommends rescinding Policy #34 Mentoring Program. The policy is outdated as Big Brothers Big Sisters (BBBS) Mendocino County chapter closed in 2011. The Program was administered by Big Brothers Big Sisters and CASA (Courts Appointed Special Advocates) through a Memorandum of Understanding (MOU).

Alternative Action/Motion:
Do not approve and provide alternate direction.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
https://www.mendocinocounty.gov/government/executive-office/policy-manual

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3v)

To: BOARD OF SUPERVISORS

From: Library

Meeting Date: September 23, 2025

Department Contact:	Mellisa Hannum	**Phone:**	707-882-3114
Department Contact:	Barb Chapman	**Phone:**	707-367-8216

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Memorandum of Understanding with Mendocino Unified School District to Implement the "Student Success Card" Program to Provide Students with Mendocino County Library Cards Which Gives Free Access to Online Tutoring, Information, and Resources to Help Students Succeed Academically

Recommended Action/Motion:
Approve Memorandum of Understanding with Mendocino Unified School District to implement the "Student Success Card" program to provide students with Mendocino County Library cards which gives free access to online tutoring, information, and resources to help students succeed academically; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Student Success Card MOUs were approved on December 3, 2024: item 3w; January 7, 2025: item 3ac; and July 29, 2025: item 3ai.

Summary of Request:
The California Education Code section 18010 states that the public library is a supplement to the formal system of free public education. In October 2023, Senate Bill 321 established the Local Public Library Partnership Program, under the administration of the State Librarian, for purposes of ensuring that all pupils have access to a local public library by the third grade.

Mendocino County Library created its Student Success Card program to provide students of all ages easy access to Library resources to supplement their educational needs as well as provide opportunities for Library staff to support students in their studies and efforts toward graduation by assisting them with increased literacy skills, access to multi-learning resources in all academic subject areas, online homework assistance in both English and Spanish, and resources for preparation for college attendance.

Consistent with Legislative intent, this Memorandum of Understanding provides the Mendocino Unified School District and Mendocino County Library an agreement to provide Library services to students to supplement their formal education, as well as provide resources for School District teachers to utilize in teaching students through the participation in the Library's Student Success Card program. Parents will be provided with information about the Student Success Card and have the ability to opt out if they do not want their child to participate in the program.

Item #: 3v)

The Library is helping the County move towards the Board of Supervisors Strategic Plan goal of a Thriving Economy by providing easy access to educational resources for students through the Student Success Card.

Alternative Action/Motion:
Do not approve and provide alternate direction.

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: <www.mendolibrary.org/student>

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE MENDOCINO COUNTY LIBRARY'S STUDENT SUCCESS CARD PROGRAM

This Memorandum of Understanding ("MOU") is by and between the Mendocino County Library, a California public library and Mendocino Unified School District, a school district within the County of Mendocino ("School District"), for participation in the Library's STUDENT SUCCESS CARD Program.

RECITALS

1. The California Legislature has declared in Education Code section 18010 that the public library is a supplement to the formal system of free public education, and a source of information and inspiration to persons of all ages, cultural backgrounds, and economic statuses. Senate Bill 321 established the Local Public Library Partnership Program, under the administration of the State Librarian, for purposes of ensuring that all pupils have access to a local public library by the third grade.

2. Consistent with Legislative intent, the parties to this MOU desire to improve the Library's service to students enrolled in the School District to supplement their formal education, as well as provide resources for School District teachers to utilize in teaching students, through the School District's participation in the Library's STUDENT SUCCESS CARD Program.

3. The Library created its STUDENT SUCCESS CARD Program to support student access to Library resources to satisfy their educational needs as well as provide opportunities for Library staff to support students in their studies and efforts toward graduation by assisting them with increased literacy skills, access to multi-learning resources in all academic subject areas, online homework assistance in both English and Spanish, and resources for preparation for college attendance.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

I. STUDENT SUCCESS CARD Program

The Library's STUDENT SUCCESS CARD is a special library account available to all students in grades Pre-Kindergarten through High School through their participating school districts located in the County of Mendocino. The Library creates STUDENT SUCCESS CARD accounts by using data electronically transferred from the School District's student information systems. The Library then generates STUDENT SUCCESS CARD accounts for each student and provides those accounts to students for their use. To utilize the accounts, students must provide their STUDENT SUCCESS CARD district prefix as well as provide their School District-issued student ID number.

The special features of STUDENT SUCCESS CARDs include:

- No Physical Card: There will be no physical library card issued for STUDENT SUCCESS CARD accounts; instead, students will use a prefix assigned to their School District and will access materials using that prefix plus their student ID numbers.

- Electronic Resources and Services: STUDENT SUCCESS CARDs provide unlimited access to most electronic resources and services offered by the Library, including e-books, e-audio, online tutoring, and online test preparation.

- Physical Materials from Library Branches: Students may use their STUDENT SUCCESS CARDs to access and check out most of the physical materials available from Library branches (this feature is only available through the Full Access Option, per Section II.A, below).

- Loan Period and Item Limits: The STUDENT SUCCESS CARD loan period for all types of materials is 3 weeks, and students may have up to 5 items checked out at a time.

- No Fines: There are no fines for overdue materials checked out on STUDENT SUCCESS CARD accounts.

- Fees: Students are responsible to pay replacement fees for lost items checked out using their STUDENT SUCCESS CARDs; however, the Library may forgive up to four replacement fees for lost items per student per year.

- Materials Not Included: STUDENT SUCCESS CARDs cannot be used to check out DVDs, games, streaming media (subject to change), interlibrary loans, or museum passes.

- Use In Addition to Regular Library Card: Students may hold both regular library cards as well as STUDENT SUCCESS CARDs and obtain loans of materials on each of those cards simultaneously.

II. School District Participation Options

The Library provides two options for School District to participate in the STUDENT SUCCESS CARD Program. School District shall notify Library which option it chooses prior to providing student information to the Library for issuance of the accounts. Library will issue STUDENT SUCCESS CARD accounts for each student whose name Mendocino Unified School District has provided within 30 days of receipt of that information.

The two options to participate in the Library's STUDENT SUCCESS CARD Program are as follows. School District must select a service option by checking one box, below.

_____ A. Full Access Option: Through the Full Access Option, STUDENT SUCCESS CARDs can be used to obtain online electronic resources and services through the Library's and

partnering websites, as well as physical hard copy materials from any branch of the Library. To be provided with the Full Access Option, School District must provide the Library with the names as well as the home addresses and school ID numbers of enrolled students. Release of this information to Library is authorized by law. (*See e.g.,* 20 U.S.C. § 1232g(a)(5)(A), (b)(1).)

__X__ B. Electronic-Only Access Option: Through the Electronic-Only Access Option, STUDENT SUCCESS CARDs can be used only to obtain online electronic resources and services through the Library's and partnering websites; access to physical hard copy materials will not be available with this option. School Districts choose this option by solely providing the names of their enrolled students and school ID numbers to the Library. Release of this information to Library is authorized by law. (*See e.g.,* 20 U.S.C. § 1232g(a)(5)(A), (b)(1).)

III. School District Information Required to Create STUDENT SUCCESS CARD Accounts

To participate in the STUDENT SUCCESS CARD Program, School District shall provide the Library with student directory information on a regular basis to account for changes in enrollment (August 1 and February 1). All student directory information shall be provided in a secure encrypted file format, and shall include only the following:

1. Student's Name, in "last, first" format;
2. Student's Year of Birth, in yyyy format;
3. Student's Home Address with street number, street, city, state, and zip code (necessary only for Full Access Option);
4. Student's School District-issued ID number, prefixed by School District's code [mus];

Aside from providing the required information in a timely manner regarding students authorized to participate in the program, and the options for parents/guardians to allow their children to participate in the program as set forth in Section V, below, School District has no additional responsibilities to support the STUDENT SUCCESS CARD Program.

IV. Confidentiality of Student Information Received by Library

The Library shall maintain all student information received from the School District as confidential, as required by Government Code section 6267 and other applicable law and utilize it only as necessary to perform this MOU and to provide Library services to the students.

Specifically, Government Code section 6267 prohibits the Library from disclosing students' names, addresses, or their other "patron use records," unless the request for that information is made by the student (or a parent/guardian if the student is under the age of 13), or by another person so authorized in writing. The term "patron use records" includes the following: (a) any written or electronic record that is used to identify the patron student, including, but not limited to, a patron's name, address, telephone number, or e-mail address, provided in order to become eligible to borrow or use books and other materials; and (b) any written record or electronic transaction that identifies a student patron's borrowing information or use of library information

resources, including, but not limited to, database search records, borrowing records, class records, and any other personally identifiable uses of library resources information requests, or inquiries. (*See* Gov't Code § 6267.)

The Library shall also comply with its Confidentiality of Records Policy, which incorporates Government Code section 6267 and related laws designed to protect the confidentiality of Library patrons' information. The Library provides its staff with periodic training on its Confidentiality of Records Policy to ensure compliance.

V. Parent/Guardian Request to Opt Out

Parents/guardians may notify the School District that they do not want their children's directory information shared by the School District. Such a notification will serve as a request to "opt-out" of their children's participation in the STUDENT SUCCESS CARD Program, and such children will not be provided with STUDENT SUCCESS CARD accounts.

Further, as required by California Education Code section 49073(d), parents/guardians of homeless children must "opt in" to allow the School District to provide their children's information to the Library.

School District shall offer parents/guardians who have generally "opted out" of the release of their children's directory information, and parents/guardians of homeless children, the ability to "opt in" to the STUDENT SUCCESS CARD program.

The Library shall provide forms available to the public on its website to allow parents/guardians to "opt in" or "opt out" of their children's participation in the STUDENT SUCCESS CARD Program. Such forms must be submitted to School District, which shall remove those student names from the information provided to the Library.

VI. Term and Termination

The term of this MOU shall commence on the Effective Date and shall continue indefinitely unless terminated by one of the parties in writing pursuant to a 60-day notice to terminate.

VII. Mutual Indemnification

Library and School District each agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release each other (including their respective commissioners, board members, officials, agents, employees and volunteers) from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including themselves, resulting from Library or School District's own respective negligence or willful misconduct arising out of or in connection with the performance of this MOU. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this MOU, providing that nothing shall require either party to disclose any records which are

confidential or privileged by operation of law. This indemnification provision survives any termination of this MOU.

VIII. Miscellaneous

A. Method and Place of Giving Notice: All notices provided under this MOU shall be made in writing and shall be given by personal delivery, U.S. Mail, or courier service, and by email delivery. Such notices shall be addressed as follows:

TO LIBRARY:	Mendocino County Library Attn: Mellisa Hannum, County Librarian 105 N. Main St. Ukiah, CA 95425 Email: libadmin@mendocinocounty.gov
TO SCHOOL DISTRICT:	Jason Morse, Superintendent Mendocino Unified School District 44141 Little Lake Road P.O. Box 1154 Mendocino, CA 95460

When a notice is given by a generally recognized overnight courier service, it shall be deemed received on the next business day. When a copy of a notice is sent by email, it shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the email, (2) the sender has a written confirmation of the email, and (3) the email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving written notice pursuant to this Section.

B. No Third-Party Beneficiaries: Nothing contained in this MOU shall be construed to create, and the parties do not intend to create any rights in third parties.

C. Merger and Modification: This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU, pursuant to Code of Civil Procedure section 1856. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW: **CONTRACTOR/COMPANY NAME**

9/4/2025
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No N/A

Budget Unit: 6110

Line Item: N/A

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By _____
Risk Management

Date: 09/03/2025

By: _____
Date: 8/27/25

NAME AND ADDRESS OF CONTRACTOR:

Mendocino Unified School District
44141 Little Lake Road
P.O. Box 1154
Mendocino, CA 95460

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 09/03/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 09/03/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; $50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3w)

To: BOARD OF SUPERVISORS

From: Library

Meeting Date: September 23, 2025

Department Contact:	Mellisa Hannum	**Phone:**	707-882-3114
Department Contact:	Barb Chapman	**Phone:**	707-367-8216

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Authorization for the Mendocino County Library to Accept Award of $7,680 to Participate in the Zip Books Program and Use Dedicated Credit Card for Grant Program Expenses

Recommended Action/Motion:
Authorize the Mendocino County Library to accept award of $7,680 to participate in the Zip Books Program and use dedicated credit card for grant program expenses.

Previous Board/Board Committee Actions:
The Board of Supervisors approved the FY 2025-2026 Zip Books grant application on June 24, 2025: item 3bh).

Summary of Request:
The Library has participated in Zip Books programs since 2012; Zip Books provide patrons with quick access to print books, large-type books, and audiobooks which may not be available through the Library by providing funding for the books to be mailed directly to the patrons by the vendor. The patrons then return the books to the library so they can be added to the collection.

The California State Library has awarded the Library a grant of $7,680 for this fiscal year to participate in the program. The Library will use a Zip Books dedicated credit card for the program and expects to serve approximately 250 patrons and add approximately 300 items to the collection. Grant funding of programs allow the Library to help the Board of Supervisors move towards the Strategic Plan priority of an Effective County Government.

Alternative Action/Motion:
Provide alternate direction

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Item #: 3w)

Supplemental Information Available Online At: <https://www.library.ca.gov/services/to-libraries/zip-books/>

Fiscal Details:

source of funding: California State Library grant
current f/y cost: $7,680
budget clarification: Will make budget adjustment
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): No
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Docusign Envelope ID: 8B1BC69D-6192-4199-BF6B-F81712FC11EE

CALIFORNIA STATE LIBRARY

8/15/2025

Ms. Mellisa Hannum, County Librarian
MENDOCINO COUNTY LIBRARY
225 Main St
Point Arena, CA, 95468

Subject: Zip Books Project ZIP 25-44

In Process

Dear Ms. Mellisa Hannum:

The California State Library is pleased to approve the grant application for the Zip Book Project for a total of $7,680 in California Library Services Act funds.

Read the enclosed award packet thoroughly and contact your grant support team if you have any questions. Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

Requirements Specific to Your Project
The following are requirements that are specific to your project. Please contact your project support team if you have any questions about or require support in fulling these requirements.

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- It is an expectation for this project that the project manager or other project staff will attend four (4) community of practice sessions (schedule to be determined) over the course of the grant period.
- It is an expectation of this project that at least 85 percent of the materials purchased as part of this project will be added to the libraries collection. (The 85 percent number may include items shipped to other libraries to add to their collection).

Project Support Team
Awardees are provided support throughout the project period by a project support team comprised of a grant monitor and Library Programs Consultant from the State Library. The project support team is available throughout the project period to assist you.

- The Grant Monitor is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Monica Rivas and can be reached via email at monica.rivas@library.ca.gov.
- The LPC is available to assist you with programming questions. The Library Programs Consultant assigned to your project is Chris Durr and can be reached via email at chris.durr@library.ca.gov.

Best wishes for a successful project.

Respectfully yours,

Signed by:
Greg Lucas
BDA50981C41C416...

Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Annly Roman, annly.roman@library.ca.gov
Yesenia Urdarbe, yesenia.udarbe@library.ca.gov
Amelia Hiseley-LaValley, hiseleya@mendocinocounty.gov

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CALIFORNIA STATE LIBRARY

STATE FUNDED GRANTS
AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

In process

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CALIFORNIA STATE LIBRARY

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CALIFORNIA STATE LIBRARY

PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and MENDOCINO COUNTY LIBRARY for the Zip Books project. AWARD AGREEMENT NUMBER ZIP 25-44

This Award Agreement ("Agreement") is entered into on 07/01/2025 by and between the California State Library ("State Library") and MENDOCINO COUNTY LIBRARY, ("Grantee").

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This Award Agreement pertains to Grantee's State-funded Zip Books project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $7680 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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CALIFORNIA STATE LIBRARY

PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 08/31/2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 08/31/2026 and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the 2025-26 Zip Books Project.

2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:

   - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants as needed for the project.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

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C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for the submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 01, 2025 - December 31,2025	1st Financial and Mid Project Program Narrative Report Due	January 31, 2026
January 01, 2026- April 30, 2026	2nd Financial Program Report Due	May 31, 2026
May 01, 2026 – Project End August 31, 2026	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 30, 2026

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4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

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5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

In Process

8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

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EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.
   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the 2025-2026 Zip Books.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

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"Funding provided by the State of California."

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

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

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon

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and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

   Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

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MENDOCINO COUNTY LIBRARY
Ms. Mellisa Hannum
225 Main St
Point Arena,CA ,95468
707-882-3114
hannumm@mendocinocounty.gov

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
916-603-7159
Monica.rivas@library.ca.gov

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and the State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.
3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or

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purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

5. Dispute Resolution: In the event of a dispute, the Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

      1) The dangers of drug abuse in the workplace.
      2) The Grantee's policy of maintaining a drug-free workplace.
      3) Any available counseling, rehabilitation and employee assistance programs.
      4) Penalties that may be imposed upon employees for drug abuse violations.

   c. Require that every employee who works on the Agreement will:

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1) Receive a copy of the Grantee's drug-free workplace policy statement.
2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

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12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books Program. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

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17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement,

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but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $7680 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their

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designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

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Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.
Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

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28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

    a. Grant Agreement Coversheet and any Amendments thereto
    b. Terms and Conditions
    c. Procedures and Requirements
    d. Certificate of Compliance
    e. Project Summary
    f. Grantee's Application (including Budget and Activities Timeline)

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g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. The California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.

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g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

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33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports,

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documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

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41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the library as soon thereafter as State fiscal procedures will permit.
    d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
    e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
        - $ 7680 upon execution of the agreement and submission of claim by the grantee organization.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or

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indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be

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considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by the California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation

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or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $ 7680. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).

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7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code § 10410):

   a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or

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funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which

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by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**

    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug- free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with all California non-discrimination laws.

16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with California State Library acknowledgement requirements.

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Certification

ORGANIZATION	
Name: Mendocino County Library	**Address** *(official and complete)*: 105 N Main St Ukiah, CA 95482
PROJECT COORDINATOR	
Name: Amelia (Amee) Hiseley-LaValley	
Email: hiseleya@mendocinocounty.gov	**Phone**: 707-234-2861
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Mellisa Hannum	**Title**: County Librarian/Director
Email: hannumm@mendocinocounty.gov	**Phone**: 707-671-6014
Signature: Signed by: Mellisa Hannum 1B19C9CB7EC64BC...	**Date**: 8/28/2025

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Authorized Representative Signature

ORGANIZATION	
Name: Mendocino County Library	**Address** *(official and complete)*: 105 N Main St Ukiah, CA 95482
AUTHROIZED REPRESENTATIVE	
Signature: Signed by: Mellisa Hannum 1B19C9CB7EC64BC...	**Date**: 8/28/2025
Printed Name of Person Signing: Mellisa Hannum	**Title**: County Librarian/Director
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: Signed by: Greg Lucas BDA50981C41C416...	**Date**: 8/28/2025
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

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CALIFORNIA STATE LIBRARY

EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
Please Check State of California, Department of Human Resources Website for updated expenses:
http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

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Mileage: Rate subject to change	$0.585 per mile – approved business/travel expense
Meals: Receipts are required	$7.00 – Breakfast $11.00 – Lunch $23.00 – Dinner $5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	$ 90.00 plus tax for all counties/cities not listed below $ 95.00 plus tax for Napa, Riverside, and Sacramento Counties $ 110.00 plus tax for Marin County $ 120.00 plus tax for Los Angeles, Orange, Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica $ 125.00 plus tax for Monterey and San Diego Counties $ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties $ 150.00 plus tax for the City of Santa Monica $ 250.00 plus tax for San Francisco County **Out of State:** Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

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AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.

April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

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Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

Docusign Envelope ID: 8B1BC69D-6192-4199-BF6B-F81712FC11EE

CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #:	ZIP 25-44	**Date:**	8/28/2025
Invoice #:	ZIP 25-44-01	**PO #:**	
Payee Name:	County of Mendocino (Legal name of authorized agency to receive, disburse and account for funds*)		
Complete Address:	105 N Main St, Ukiah, CA 95482 Street Address, City, State, Zip Code (Warrant will be mailed to this address)		
Amount Claimed:	$7,680 (Payable Upon Execution of Agreement)	**Type of Payment:**	☐ PROGRESS
Grantee Name:	Mendocino County, CA (Name on Award Letter and Agreement)		☐ FINAL ☒ IN FULL
Project Title:	Zip Books Project		☐ AUGMENT
	For Period From: upon execution to end of grant period		

In Process

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By Signed by: Mellisa Hannum 1B19C9CB7EC64BC...

(Signature of the Authorized Representative)

Mellisa Hannum
(Print Name)

County Librarian/Director
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2025
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0001, Chapter 4, Statutes of 2025
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____

(State Library Representative)

Print Form Reset Form

Docusign Envelope ID: 8B1BC69D-6192-4199-BF6B-F81712FC11EE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accoutning

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

Docusign Envelope ID: 8B1BC69D-6192-4199-BF6B-F81712FC11EE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3x)

To: BOARD OF SUPERVISORS

From: Mendocino County Employees Retirement Association

Meeting Date: September 23, 2025

Department Contact:	Doris Rentschler	**Phone:**	707-463-4329
Department Contact:	Judy Zeller	**Phone:**	707-463-4328

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Order that No Election be Held for the October 14, 2025 Board of Retirement General Member and Safety Member Elections Pursuant to Government Code Section 31523; and Direction to the Clerk to Cast Unanimous Ballots in Favor of Unopposed Candidates Alex Land, General Member, 2nd Seat, and Zohar Zaied, Safety Member, 7th Seat, for Three Year Terms Beginning December 1, 2025, and Ending November 30, 2028

Recommended Action/Motion:
Order that no election be held for the October 14, 2025 Board of Retirement General Member and Safety Member elections pursuant to Government Code Section 31523; and direct the clerk to cast unanimous ballots in favor of the unopposed candidates Alex Land, General Member, 2nd Seat, and Zohar Zaied, Safety Member, 7th Seat, for Three Year Terms beginning December 1, 2025, and ending November 30, 2028.

Previous Board/Board Committee Actions:
On November 7, 2023 the Board of Supervisors ordered that no election be held for the November 13, 2023 Safety Member election pursuant to Government Code Section 31523.

Summary of Request:
Alex Land, incumbent General Member, 2nd Seat, and Zohar Zaied, candidate, Safety Member, 7th Seat are unopposed for the October 14, 2025, Board of Retirement Elections. Therefore, pursuant to Government Code Section 31523, the Board of Supervisors shall order that no election be held and shall direct the clerk to cast unanimous ballots in favor of such candidate/s.

Alternative Action/Motion:
None

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: www.mendociocounty.gov/retirement

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3y)

To: BOARD OF SUPERVISORS

From: Planning and Building Services

Meeting Date: September 23, 2025

Department Contact: Julia Krog **Phone:** (707) 234-6650

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement Between Carahsoft Technology, Corp. - Accela Government, and Mendocino County Planning and Building Services In The Amount of $1,103,936.65, For New Automated Permitting Software, The Accela Civic Platform, with a Term Through October 31, 2030

Recommended Action/Motion:
Approve the agreement between Carahsoft Technology, Corp - Accela Government, and Mendocino County Planning and Building Services in the amount of $1,103,936.65 for new automated permitting software, the Accela Civic Platform, with a term through October 31, 2030; authorize the Planning and Building Services Director to sign any future amendments that do not increase the maximum compensation amount; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Planning and Building Services (PBS) is requesting approval of a contract to obtain new software, the Accela Civic Platform (Accela), as a new permit, project and code case system and citizen access portal. The current system, TRAKiT, has officially sunset, meaning it is no longer supported, maintained, or updated by the vendor, Central Square. Without replacement, the department faces an increasing risk of system instability and service disruptions to all divisions within the Department. On every permit or project, a records management fee is collected to support the continued use and upkeep of the software. While PBS is working on a request for proposals for a company or corporation to implement Accela and assist with the full transition, Accela is a system used in the Cannabis Department and PBS utilizing Accela would allow for streamlining many processes and expediting timelines between departments.

Alternative Action/Motion:
Do not approve the agreement and provide directions to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Item #: 3y)

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 2852
current f/y cost: $146,950.50
budget clarification: PS-862189 PSMCG
annual recurring cost: FY26/27 $218,284.30, FY27/28 $231,695.32, FY28/29 $245,949.19 & FY29/30 $261,057.34
budgeted in current f/y (if no, please describe): Yes
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

TO:	Tony Rakes Deputy CEO Mendocino County 501 Low Gap Rd Suite 1010 Ukiah, CA 95482-3738 USA	FROM:	Jazmine Fitts Carahsoft Technology Corp. 11493 Sunset Hills Road Reston, Virginia 20190
EMAIL:	rakest@mendocinocounty.gov	EMAIL:	Jazmine.Fitts@carahsoft.com
PHONE:	(707) 391-3623	PHONE:	(571) 662-3147

TERMS:
Contract Number: 7-17-70-40-05
NASPO Master Contract Number: AR2472
Contract Term: 09/15/17 - 09/15/26
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 45 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	59720976
QUOTE DATE:	09/10/2025
QUOTE EXPIRES:	09/30/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$1,103,936.65
TOTAL QUOTE:	$1,103,936.65

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1				
1	SS21000MU700	Multi-Solution SaaS - Accela 12 Months Accela Inc - SS21000MU700 Start Date: 11/01/2025 End Date: 10/31/2026	$2,746.74	COOP	50	$137,337.00
2	AS-00-DAC700	Accela Enhanced Reporting Database for SaaS (Based on Total Licensed User Count) Accela Inc - AS-00-DAC700 Start Date: 11/01/2025 End Date: 10/31/2026	$192.27	COOP	50	$9,613.50
3	SS-54-OPK-000-00-700-491	OpenCounter Package-Annual 100% Off Software Year One if Signed in Sept. Accela Inc - SS-54-OPK-000-00-700 Start Date: 11/01/2025 End Date: 10/31/2026	$0.00	COOP	1	$0.00
		YEAR 1 SUBTOTAL:				$146,950.50
		YEAR 2				
4	SS21000MU700R1	Multi-Solution - Accela Annual - SaaS (1st Renewal Term) Accela Inc - SS21000MU700R1 Start Date: 11/01/2026 End Date: 10/31/2027	$2,925.33	COOP	50	$146,266.50
5	AS-00-DAC700R1	Accela Enhanced Reporting Database for SaaS (Based on Total Licensed User Count) (1st Renewal Term) Accela Inc - AS-00-DAC700R1 Start Date: 11/01/2026 End Date: 10/31/2027	$409.55	COOP	50	$20,477.50
6	SS-54-OPK-000-00-700-491	OpenCounter Package-Annual Accela Inc - SS-54-OPK-000-00-700 Start Date: 11/01/2026 End Date: 10/31/2027	$51,540.30	COOP	1	$51,540.30
		YEAR 2 SUBTOTAL:				$218,284.30

Accela
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM
carahsoft

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 3				
7	SS21000MU700R2	Multi-Solution - Accela Annual - SaaS (2nd Renewal Term) Accela Inc - SS21000MU700R2 Start Date: 11/01/2027 End Date: 10/31/2028	$3,115.40	COOP	50	$155,770.00
8	AS-00-DAC700R2	Accela Enhanced Reporting Database for SaaS (Based on Total Licensed User Count) (2nd Renewal Term) Accela Inc - AS-00-DAC700R2 Start Date: 11/01/2027 End Date: 10/31/2028	$436.16	COOP	50	$21,808.00
9	SS-54-OPK-000-00-700-491	OpenCounter Package-Annual Accela Inc - SS-54-OPK-000-00-700 Start Date: 11/01/2027 End Date: 10/31/2028	$54,117.32	COOP	1	$54,117.32
		YEAR 3 SUBTOTAL:				$231,695.32
		YEAR 4				
10	SS21000MU700R3	Multi-Solution - Accela Annual - SaaS (3rd Renewal Term) Accela Inc - SS21000MU700R3 Start Date: 11/01/2028 End Date: 10/31/2029	$3,318.02	COOP	50	$165,901.00
11	AS-00-DAC700R3	Accela Enhanced Reporting Database for SaaS (Based on Total Licensed User Count) (3rd Renewal Term) Accela Inc - AS-00-DAC700R3 Start Date: 11/01/2028 End Date: 10/31/2029	$464.50	COOP	50	$23,225.00
12	SS-54-OPK-000-00-700-491	OpenCounter Package-Annual Accela Inc - SS-54-OPK-000-00-700 Start Date: 11/01/2028 End Date: 10/31/2029	$56,823.19	COOP	1	$56,823.19
		YEAR 4 SUBTOTAL:				$245,949.19
		YEAR 5				
13	SS21000MU700R4	Multi-Solution - Accela Annual - SaaS (4th Renewal Term) Accela Inc - SS21000MU700R4 Start Date: 11/01/2029 End Date: 10/31/2030	$3,533.16	COOP	50	$176,658.00
14	AS-00-DAC700R4	Accela Enhanced Reporting Database for SaaS (Based on Total Licensed User Count) (4th Renewal Term) Accela Inc - AS-00-DAC700R4 Start Date: 11/01/2029 End Date: 10/31/2030	$494.70	COOP	50	$24,735.00
15	SS-54-OPK-000-00-700-491	OpenCounter Package-Annual Accela Inc - SS-54-OPK-000-00-700 Start Date: 11/01/2029 End Date: 10/31/2030	$59,664.34	COOP	1	$59,664.34
		YEAR 5 SUBTOTAL:				$261,057.34
		SUBTOTAL:				$1,103,936.65
		TOTAL PRICE:				**$1,103,936.65**
		TOTAL QUOTE:				**$1,103,936.65**

Accela
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM
carahsoft

Enhanced Reporting Database pricing is based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

All use of the Accela services specified in this document shall be governed by the Accela Subscription Services and Support Agreement under NASPO contract number: AR2472 at accela.com/terms. By placing an order, customer accepts and agrees to be bound by the Accela Terms

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DEPARTMENT HEAD

Date: 9/18/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 2852

Line Item: 862189

Org/Object Code: PS-862189 PSMCG

Grant: ☐ Yes ☒ No

Grant No. : N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: 09/17/2025

CONTRACTOR/COMPANY NAME

By: Natalie LeMay _____
SIGNATURE

Digitally signed by Natalie LeMay
Date: 2025.09.18 15:00:54 -04'00'

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Carasoft Technology Corp.

11493 Sunset Hills Rd., Ste. 100

Reston, Virginia, 20190

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 09/17/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 09/17/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐ **Exempt Pursuant to MCC Section:**

Accela

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "***Agreement***") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "***Effective Date***") by and between Accela, Inc. and the entity identified in such Order ("***Customer***").

1. DEFINITIONS.

1.1 "***Accela System***" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "***Aggregate Data***" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "***Authorized User***" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "***Consulting Services***" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "***Customer Data***" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "***Documentation***" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "***External Users***" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "***Intellectual Property Rights***" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "***Order***" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "***Service Availability Policy***" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "***Subscription Services***" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "***Software***" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "***Support Services***" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 "***Subscription Period***" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. **USAGE AND ACCESS RIGHTS**.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights

of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties,

withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics,

marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may

prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITSLICENSORSWITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services

in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("***Third Party Services***") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights

granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. **GENERAL.**

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such

delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3z)

To: BOARD OF SUPERVISORS

From: Public Health

Meeting Date: September 23, 2025

Department Contact: Jenine Miller **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Retroactive Agreement (Intergovernmental Agreement No. IGT-24-0036) with the California Department of Health Care Services in the Amount of $575,704.80 for Three Years, to Allow Mendocino County Public Health to Participate in the Medi-Cal Managed Care Capitation Rate Increase Intergovernmental Transfer to Secure Additional Federal Revenue to Deliver Expanded Services to the Managed Medi-Cal Population, Effective January 1, 2024, through June 30, 2027

Recommended Action/Motion:
Approve retroactive Agreement (Intergovernmental Agreement No. IGT-24-0036) with the California Department of Health Care Services in the amount of $575,704.80 for three years, to allow Mendocino County Public Health to participate in the Medi-Cal Managed Care Capitation Rate Increase Intergovernmental Transfer to secure additional federal revenue to deliver expanded services to the Managed Medi-Cal population, effective January 1, 2024, through June 30, 2027; authorize the Health Services Director to sign any future amendments to the Agreement that do not increase the total amount; and authorize Chair to sign the same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
The Medi-Cal program through the Department of Health Care Services (DHCS) works with local government entities and managed care Medi-Cal Plans to implement a specific type of intergovernmental transfer (or IGT) known as the “Rate Range IGT.” These IGT’s allow local government to bring additional federal dollars into the Medi-Cal system to improve health care access and outcomes for Medi-Cal beneficiaries.

Mendocino County Public Health (MCPH) is seeking approval from the Board of Supervisors (BOS) for the IGT transaction, which will be based on actual health plan enrollment figures for the services period of January 1, 2024 through December 31, 2027. Through the proposed retroactive Agreement, MCPH will transfer public health realignments funds totaling $575,704.80 to DHCS, who will use the funds to draw down additional federal dollars. MCPH will receive an amount approximately equal to its own transferred funds plus a net new federal matching funds to support health services for Medi-Cal beneficiaries.

Historically, DHCS issues IGT Agreements for counties to execute retroactively. MCPH received the proposed retroactive Agreement post July 1, 2025, and therefore is requesting BOS approval of the retroactive

Agreement.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Federal
current f/y cost: $575,704.80.
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES ("DHCS") and COUNTY OF MENDOCINO ("GOVERNMENTAL FUNDING ENTITY") with respect to the matters set forth below. The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month ("PMPM") contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2024 through December 31, 2024 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the "Estimated Member Months," in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2024 through December 31, 2024 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2024. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as Intergovernmental Transfer (IGTs), to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share

of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2024 through December 31, 2024, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a

20 percent fee. DHCS has determined that $0.00 will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Jenine Miller, Health Services Director

1120 S. Dora Street
Ukiah, CA 95482
(707) 472-2341
millerje@mendocinocounty.gov

With copies to:

Nate England, Principal Analyst
1120 S. Dora Street
Ukiah, CA 95482
(707) 472-2323
englandn@mendocinocounty.gov

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so. Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2024 and shall expire as of June 30, 2027 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

COUNTY OF MENDOCINO:

By: Date: 9/2/25

(Funding Entity Signer)

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Authorized Representative, Department of Health Care Services

Exhibit 1

Health Plan	Funding Entity	Rating Region	Service Period	Participation %
Partnership Health Plan of California	County of Mendocino	North Bay	1/2024 - 12/2024	1.56%

Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	$ 0.07	1,183,773	$ 82,864
Child	UIS	$ 0.02	101,234	$ 2,025
Adult	SIS	$ 0.19	402,627	$ 76,499
Adult	UIS	$ 0.11	277,256	$ 30,498
Adult Expansion	SIS	$ 0.03	1,076,570	$ 32,297
Adult Expansion	UIS	$ 0.02	303,621	$ 6,072
SPD	SIS	$ 0.56	201,658	$ 112,928
SPD	UIS	$ 0.29	31,151	$ 9,034
SPD Dual	SIS	$ 0.22	433,986	$ 95,477
SPD Dual	UIS	$ 0.05	4,914	$ 246
LTC	SIS	$ 0.56	934	$ 523
LTC	UIS	$ 0.29	365	$ 106
LTC Dual	SIS	$ 0.23	16,535	$ 3,803
LTC Dual	UIS	$ 0.05	51	$ 3
WCM	SIS	$ 0.64	41,744	$ 26,716
WCM	UIS	$ 0.37	1,792	$ 663
Est. FE Total			4,078,211	$ 479,754

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

* FMAP is a weighted blend of multiple FMAPs.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jennie Miller, Psy.D.,
Director of Health Services

Date: 9/2/25

Budgeted: Yes
Budget Unit: 4071
Line Item: 86-2239
Org/Object Code: IG
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/11/2025

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 08/11/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 08/11/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ 'N/A'
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: State Entity/Government

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3aa)

To: BOARD OF SUPERVISORS

From: Sheriff-Coroner

Meeting Date: September 23, 2025

Department Contact:	Matthew Kendall	**Phone:**	707-463-4085
Department Contact:	Juanita Dreiling	**Phone:**	707-463-4409

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Request for Appropriation of Funds for New Vehicle Upfittings in the Total Amount of $292,348.43, Requested Appropriation Amounts are $277,916.35 from ARPA and $14,432.08 from State Asset Seizure

Recommended Action/Motion:
Approve request for appropriation of funds for new vehicle upfittings in the total amount of $292,348.43, requested appropriation amounts are $277,916.35 from ARPA and $14,432.08 from State Asset Seizure; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On July 23, 2024, the Board approved the purchase of twelve (12) upfitted 2025 Ford Police Interceptor Utility AWDs for the Sheriff's Office utilizing ARPA funding to cover the expense.

Summary of Request:
The Sheriff's Office is requesting approval of FY25-26 appropriations for new vehicle upfittings in the total amount of $292,348.43. The majority of this funding is coming from ARPA in the amount of $277,916.35. The ARPA funds were designated for vehicle upfitting during FY24-25 and encumbered for this purpose with the Treasury. This request is to ensure the upfittings are appropriated in FY25-26, since the builds did not happen by the end of last fiscal year due to the vendor's inability to fit them into their schedule prior to fiscal year end. The remainder of the unfunded upfitting expense will be covered by State Asset Seizure reserve funds in the amount of $14,432.08. The vehicles will be used for patrol purposes.

Alternative Action/Motion:
Return to staff for alternate handling.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3aa)

Fiscal Details:

source of funding: ARPA (DR-865802) and State Asset Seizure (SO-823310)
current f/y cost: $292,348.43
budget clarification: N/A
annual recurring cost: $0.00
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Sheriff's Office Date 09/03/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
1225	DR/2910	865802-DR400	OTO - ARPA Vehicle Builds	$ 277,916.35	I	$1,260,844.00
1100	SO/2310	827802-SOARPA	OTI - ARPA Vehicle Builds	$ 277,916.35	I	$0.00
1100	SO/2310	864370-SOARPA	Equipment - Vehicle Builds	$ 277,916.35	I	$0.00
1100	SO/2310	864370	Equipment - Vehicle Builds	$ 14,432.08	I	$56,000.00
1100	SO/2310	823310	Asset Forfeiture	$ 14,432.08	I	$50,000.00

The Sheriff's Office is requesting approval of FY25-26 appropriations for new vehicle upfittings in the total amount of $292,348.43. A majority of this funding is coming from ARPA/DR ($277,916.35). These were funds that were designated for vehicle upfittings in FY24-25 and rolled forward/encumbered for use in FY25-26. The remainder of unfunded upfitting expense will be covered by State Asset Seizure reserve funds ($14,432.08 from #2110-760201). The new vehicles were not upfitted in the same year they were purchased (FY24-25) due to the vendor's inability to fit them into their schedule prior to fiscal year-end. The upfitted vehicles will be used for Patrol purposes.

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By _____

Prepared by: Juanita Dreiling Ph: (707) 463-4411 Email: dreilingj@mendocinosheriff.org

TO COUNTY EXECUTIVE OFFICER:

[X] Sufficient balances remain in the accounts indicated to effect transfer as requested.

[ ] Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of $_____

REMARKS:

No. 09T001 Date 09/04/2025 AUDITOR-CONTROLLER By _____

COUNTY EXECUTIVE OFFICER: [ ] RECOMMENDATION [✓] APPROVAL [ ] DENIED

COMMENTS:

Date 9/3/25 _____

COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: [ ] APPROVED AS REQUESTED [ ] APPROVED AS REVISED [ ] OTHER

REMARKS:

Date _____ DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO._____ Date_____ By:_____

Revised 1/19 Approp Transf

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ab)

To: BOARD OF SUPERVISORS

From: Sheriff-Coroner

Meeting Date: September 23, 2025

Department Contact:	Matthew Kendall	**Phone:**	707-463-4085
Department Contact:	Megan Zaied	**Phone:**	707-468-3451

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Ratification of Submission of Grant Application for the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Equipment and Training Program in the Amount of $69,896 for Investigative Equipment, Crisis Intervention Training, and De-Escalation/Mental Health Trainings between October 1, 2025, through September 30, 2026

Recommended Action/Motion:
Ratify submission of grant application for the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Equipment and Training Program in the amount of $69,896 for investigative equipment, crisis intervention training, and de-escalation/mental health trainings between October 1, 2025, through September 30, 2026; and authorize the Sheriff to accept the funds and sign the resulting Revenue Agreement upon award by the Board of State and Community Corrections (BSCC).

Previous Board/Board Committee Actions:
None.

Summary of Request:
On July 18, 2025, the BSCC announced the release of the FY 2025 Edward Byrne Memorial JAG Equipment and Training Program Request for Applications. The one-time request is a formula-based, non-competitive grant that will cover the period of October 1, 2025, through September 30, 2026. The JAG Equipment and Training Program provides funding to California counties for equipment, supplies, and training initiatives related to select Program Purpose Areas (PPA) in law enforcement, such as violent crime reduction initiatives, drug enforcement, crisis intervention training, and mental health trainings. Mendocino County has been allocated $69,896, collectively. A concerted effort to spend the funds has been coordinated between the Sheriff's Office and the Probation Department and will be used to purchase investigative equipment, crisis intervention training and de-escalation/mental health trainings, which are all essential to front line law enforcement and support staff.

On August 14, 2025, the Sheriff's Office sent a letter to the CEO requesting approval to apply in order to meet the application deadline of September 8, 2025, as per County Policy 25, with follow-up to the Board of Supervisors during their next available meeting. The CEO approved the request on August 18, 2025.

Alternative Action/Motion:

Item #: 3ab)

Return to staff for alternate handling.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: <https://www.bscc.ca.gov/s_bsccjag/>

Fiscal Details:

source of funding: Board of State and Community Corrections (BSCC)
current f/y cost: $69,896
budget clarification: The Notice of Funds Availability letter was released after submission of the FY2025-26 budget
annual recurring cost: $0.00
budgeted in current f/y (if no, please describe): No
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

NOTICE OF FUNDS AVAILABILITY (NOFA) AND RELEASE OF REQUEST FOR APPLICATIONS (RFA)

DATE: July 18, 2025

TO: California Counties

FROM: Aaron R. Maguire, Executive Director

SUBJECT: **AVAILABILITY OF FUNDING FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) EQUIPMENT AND TRAINING PROGRAM**

The Board of State and Community Corrections (BSCC) is announcing the release of the Edward Byrne Memorial Justice Assistance Grant (JAG) Equipment and Training Program Request for Applications (RFA). This one-time RFA makes approximately $30.6 million available through a formula-based, non-competitive grant process. The grant period covers October 1, 2025, through September 30, 2026.

The JAG Equipment and Training Program provides funding to California counties for equipment, supplies, and training initiatives related to the select JAG Program Purpose Areas (PPA) listed below:

- PPA 1: Law enforcement programs
- PPA 2: Prosecution and court programs
- PPA 3: Prevention and education programs
- PPA 5: Drug treatment and enforcement programs
- PPA 8: Mental health programs and related law enforcement and corrections programs

Applications must be received through the BSCC Submittable Application online portal by **3:00 p.m. on Monday, September 8, 2025**. Instructions for using the BSCC Submittable Application portal, along with the JAG RFA Instruction Packet and mandatory documents for upload, are provided on the JAG homepage.

A virtual Prospective Applicant Grant Information Session will be held via Zoom on **August 7, 2025 at 1:30 p.m.** A link to the Grant Information Session is provided within the RFA and will be posted on the BSCC website.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the application. Any technical questions concerning the RFA, the application process, or programmatic issues must be submitted by email to JAG@bscc.ca.gov.

BSCC JAG Equipment and Training Program – Mendocino County

2025 Application – Project Narrative

Project Title:	Investigative Digital Services, Crisis Intervention and Mental Health/De-Escalation Trainings
PPA 1:	Law Enforcement Programs
Priority Areas of Need:	Violent Crime Reduction Initiatives, Crisis Intervention Training, Mental Health Training and De-escalation Training
Proposal Summary:	This proposal seeks to enhance public safety through digital forensic tools and specialized training. The initiative includes mobile device unlocking technology to expedite violent crime investigations, crisis intervention training for behavioral health response, and mental health/de-escalation trainings to reduce use-of-force incidents. These investments will improve investigative efficiency and foster safer, more trusted community interactions.

The Mendocino County Sheriff's Office and Probation Department have jointly identified critical investigative and training needs that directly impact their ability to serve the community effectively and safely. This integrated equipment and training initiative will enhance digital forensic capabilities, improve response to behavioral health crises, and foster stronger community trust. Grant funding will support three key areas:

1. **PPA 1, Priority Area of Need: Violent Crime Reduction Initiative**
   Digital Forensics: Procurement of mobile device unlocking software/ hardware to be used as an investigative tool to help solve cases involving violent crime, along with specialized training to expedite processing of evidence.
2. **PPA 1, Priority Area of Need: Crisis Intervention Training**
   Certification for Sheriff's sworn staff and probation officers to improve response to individuals experiencing behavioral health crises during law enforcement contacts.
3. **PPA 1, Priority Area of Need: Mental Health and De-escalation Training:**
   Training will provide tools to assist law enforcement in de-escalating hostile situations, thus reducing use-of-force incidents while improving community trust.

These investments will strengthen public safety, improve investigative efficiency, and promote safer interactions between law enforcement and the public.

In August 2025, the Sheriff's Office and Probation Department conducted a concerted assessment of operational gaps, consulting with frontline staff and supervisors to evaluate equipment and training deficiencies. The ability to unlock mobile devices containing information critical to solving cases or determining whether someone has violated conditions of parole is invaluable to expeditiously solve cases and ensure public safety. Current mobile device unlocking technology (and requisite training) is limited or non-existent and requires contracted vendor support. This causes investigative delays and added costs. Investing in mobile device unlocking software/hardware and related training will expedite investigations, improve case resolution rates, and enhance public safety.

Additionally, Mendocino County experiences a high volume of behavioral health-related calls. Crisis intervention and mental health training will reduce escalation risks by equipping personnel to better recognize mental distress, apply de-escalation techniques, and connect individuals to appropriate services. These training tools will help improve safety for all parties involved in law enforcement interactions within the local community.

The proposed activities align directly with the JAG Program Purpose Area 1: Law Enforcement Programs, and address the following Priority Areas of Need:

- Violent Crime Reduction: Enhanced investigative tools and faster evidence processing
- Crisis Intervention Training: Improved responses to behavioral health emergencies
- Mental Health and De-escalation Training: Reduced use-of-force incidents and strengthened community relations

To support violent crime reduction, the Sheriff's Office and Probation Department will procure the following equipment and software:

- Mobile device forensic technology subscription, including "unlocks" and compatible hardware
- Specialized training for personnel in evidence extraction and analysis

These tools will improve access to critical evidence in violent crime investigations – such as homicides, assaults, and domestic violence cases – enabling faster suspect identification, victim protection, and violence prevention.

Training components will include:

- CIT certification courses for Sheriff's sworn staff and probation officers.
- Instruction on recognizing issues such as mental health symptoms, managing officer stress, and suicide awareness.
- Hands on, scenario-based exercises to reinforce de-escalation techniques.
- Mental health communication strategies.
- Workshops led by behavioral health experts.

These trainings will enhance law enforcement and probation officers' ability to respond safely and effectively to individuals in crisis, reduce escalation risks, and foster trust between law enforcement and the community. They will also equip personnel to effectively manage high-stress encounters.

This proposal seeks to enhance public safety and law enforcement effectiveness in Mendocino County through strategic investments in mobile device/digital forensic technology and specialized training. The collaborative effort between the Sheriff's Office and Probation Department will improve investigative capabilities and promote safer, more informed interactions between law enforcement personnel and the community.

BSCC CALIFORNIA

CPGP CORRECTIONS PLANNING AND GRANT PROGRAMS

JAG Equipment and Training Program

Name of County Applicant: *Mendocino County*

Note: Rows 7-10 will auto-populate based on the information entered in the budget Categories (Services and Supplies, etc.)

Budget Category	Total
1. Services and Supplies	$34,620
2. Equipment/Fixed Assets	$0
3. Training Expenses	$35,276
4. Indirect Costs	$0
TOTAL	**$69,896**

1a. Services and Supplies

Itemized List of Services or Supplies	Calculation for Expenditure	Total
Example: Office Supplies (Paper, Pens, etc.)	$350/month x 12 Months	$4,200
Investigative Digital Services (Cellebrite) - Sheriff	$300/request x 40 "Unlocks" from Cellebrite	$12,000
Investigative Digital Services (Cellebrite) - Task Force	$300/request x 40 "Unlocks" from Cellebrite	$12,000
Investigative Digital Services Subscription (Cellebrite) - Task Force	$10,620 x 1 Subscription	$10,620
TOTAL		**$34,620**

1b. Services and Supplies Narrative:

The Mendocino County Sheriff, Probation and Task Force Offices will use these grant funds to obtain mobile device unlocking technology to support and expedite criminal investigations. The timely ability to access, extract and analyze seized mobile devices is critical to expeditiously solve cases and will allow us to enhance our investigative capacity to improve case outcomes. This investment will directly support public safety and reduce investigative delays, thus reducing violent crimes in our community.

2a. Equipment/Fixed Assets

Itemized List of Professional Service(s)	Calculation for Expenditure	Total
Example: Purchase of Vehicle	Toyota Prius @ Market Value	$24,000
N/A	N/A	$0
	TOTAL	**$0**

2b. Equipment/Fixed Assets Narrative

N/A

3a. Training Expenses

Itemized of Equipment/Fixed Asset	Calculation for Expense	Total
Example Crisis Response Training	$1200 Reg. Fees * 4 Participants + Lodging 2 rooms @ $200/night * 2 nights + Per Diem $150/person * 2 days	$6,800
Crisis Response Training - Sheriff/Probation	$16,000 Flat Fee for Outsourced Contractor to Provide a 3-Day Training in a County Facility	$16,000
Investigative Digital Services Training (Cellebrite, CCO/CCPA Inseyets Live Online or In Person) - Probation	$4,608/person x 1 person (5 days virtual training)	$4,608
Investigative Digital Services Training (Cellebrite, CCO/CCPA Inseyets Live Online or In Person) - Task Force	$4,608/person x 1 person (5 days virtual training)	$4,608
Investigative Digital Services Training (Cellebrite, CCO/CCPA Inseyets Live Online or In Person) - Sheriff's Office	$4,608/person x 1 person (5 days virtual training)	$4,608
De-Escalation/Misc Mental Health Training - Probation	$5,452 for miscellaneous de-escalation and mental health trainings	$5,452

	TOTALS	**$35,276**

3b. Training Expenses

The Mendocino County Sheriff, Probation and Task Force Offices will use these grant funds to provide law enforcement personnel with specialized training in:

1. *Technical training for certification in mobile device evidence extraction*
2. *Crisis intervention training*
3. *Mental health awareness and de-escalation trainings*

By equipping law enforcement with the skills to effectively extract evidence from locked mobile devices, this grant will directly improve criminal case outcomes. This funding will also directly support public safety by providing law enforcement staff with the necessary tools and training to effectively engage with individuals experiencing mental health crises, reducing or preventing use-of-force encounters.

4a. Indirect Costs

For this grant program, indirect costs may be charged using only **one** of the two options below:	Rate	Direct Costs	Max. Allowable Indirect Costs	Grant Funds
If the applicant does not have a federally approved indirect cost rate, the applicant may claim indirect costs using the Federal De Minimis, 15% of Modified Total Direct Costs (calculated as 15% multiplied by total direct costs, minus equipment, plus up to the first $50,000 of each subcontract) ***If the amount entered in H277 turns red, please adjust it to not exceed the line item limit noted in G277**	15.00%	$69,896	$10,484	$0
If the applicant has a federally approved indirect cost rate, may claim indirect costs up to the organization's federally approved indirect cost rate. ***If the amount entered in H278 turns red, please adjust it to not exceed the line item limit noted in G278**	0%	$69,896	$0	$0
			TOTAL	**$0**

4b. Indirect Costs Narrative

N/A

JAG Equipment and Training Program RFA
Amount of Funding Available to each County

County (in alpha order)	2024 Estimated Population	Percent of Total CA Population	JAG Funding Available (Non-Competitive)
Alameda	1,644,569	4.2%	$1,285,947
Alpine	1,163	0.003%	$10,000*
Amador	39,893	0.102%	$31,194
Butte	206,194	0.5%	$161,230
Calaveras	44,436	0.113%	$34,746
Colusa	22,016	0.056%	$17,215
Contra Costa	1,148,324	2.9%	$897,915
Del Norte	26,607	0.068%	$20,805
El Dorado	189,079	0.483%	$147,848
Fresno	1,019,566	2.6%	$797,235
Glenn	28,711	0.073%	$22,450
Humboldt	133,359	0.340%	$104,278
Imperial	183,812	0.469%	$143,729
Inyo	18,644	0.048%	$14,578
Kern	911,180	2.3%	$712,484
Kings	152,833	0.390%	$119,506
Lake	66,918	0.171%	$52,326
Lassen	28,027	0.072%	$21,915
Los Angeles	9,822,800	25.1%	$7,680,798
Madera	160,788	0.410%	$125,726
Marin	252,899	0.6%	$197,751
Mariposa	16,798	0.043%	$13,135
Mendocino	89,389	0.228%	$69,896
Merced	290,346	0.7%	$227,032
Modoc	8,495	0.022%	$10,000*
Mono	12,882	0.033%	$10,073
Monterey	436,308	1.1%	$341,165
Napa	134,913	0.344%	$105,493
Nevada	100,363	0.256%	$78,477
Orange	3,150,716	8.0%	$2,463,657
Placer	416,014	1.1%	$325,296
Plumas	18,841	0.048%	$14,732
Riverside	2,455,509	6.3%	$1,920,050
Sacramento	1,583,935	4.0%	$1,238,535
San Benito	65,798	0.168%	$51,450
San Bernardino	2,184,474	5.6%	$1,708,118
San Diego	3,297,545	8.4%	$2,578,468
San Francisco	837,165	2.1%	$654,609

County (in alpha order)	2024 Estimated Population	Percent of Total CA Population	JAG Funding Available (Non-Competitive)
San Joaquin	795,790	2.0%	$622,257
San Luis Obispo	278,076	0.7%	$217,438
San Mateo	740,468	1.9%	$578,998
Santa Barbara	442,648	1.1%	$346,122
Santa Clara	1,904,477	4.9%	$1,489,178
Santa Cruz	262,862	0.7%	$205,541
Shasta	179,723	0.459%	$140,532
Sierra	3,132	0.008%	$10,000*
Siskiyou	42,882	0.109%	$33,531
Solano	447,028	1.1%	$349,547
Sonoma	479,237	1.2%	$374,733
Stanislaus	550,680	1.4%	$430,596
Sutter	100,071	0.255%	$78,249
Tehama	64,648	0.165%	$50,551
Trinity	15,807	0.040%	$12,360
Tulare	480,564	1.2%	$375,770
Tuolumne	53,004	0.135%	$41,446
Ventura	824,051	2.1%	$644,355
Yolo	222,326	0.6%	$173,845
Yuba	83,959	0.214%	$65,651
Total	**39,172,742**	**100.00%**	**$30,650,563**

**Counties that would have been allocated less than $10,000 based on the population-based distribution of funds have been allocated a flat amount of $10,000.*

Source: California Department of Finance, Population Estimates, April 2025

DRAFT

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ac)

To: BOARD OF SUPERVISORS

From: Sheriff-Coroner Choose an item.

Meeting Date: September 23, 2025

Department Contact:	Matthew Kendall	**Phone:**	707-463-4085
Department Contact:	Megan Zaied	**Phone:**	707-468-3451

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Ratification of Submission of Grant Application for the 2025-2026 Domestic Cannabis Eradication Suppression Program (DCESP) Funding from the Department of Justice Drug Enforcement Agency (DOJ DEA) for the Period of October 1, 2025, through September 30, 2026

Recommended Action/Motion:
Ratify the submission of the grant application for the 2025-2026 Domestic Cannabis Eradication Suppression Program (DCESP) funding from the Department of Justice Drug Enforcement Agency (DOJ DEA) for the period of October 1, 2025, through September 30, 2026.

Previous Board/Board Committee Actions:
On October 8, 2024, the Board approved the ratification of the 2024-2025 application for DCESP funding. On May 6, 2025, the Board approved the resulting award for 2024-2025 in the amount of $100,000.

Summary of Request:
On July 30, 2025, the application for the 2025-2026 DCESP funding was released by the DOJ DEA with a deadline of September 5, 2025. The County of Mendocino Marijuana Eradication Enforcement Team (COMMET) assists the DEA with locating and eradicating illicit cannabis plants on Federal land. The DCESP funds are used to defray the costs of those operations. The grant award will fund overtime costs, training, travel, equipment and other expenses related to DCESP. The exact funding amount will be determined during the application review process. The DEA will notify applicants of the results at which time a request to approve acceptance of the funding will be brought to the Board.

On August 22, 2025, a letter requesting approval to submit the application was sent to and approved by the CEO as per County Policy 25, Section One, Item No. 4 with follow-up to the Board during their next available meeting.

Alternative Action/Motion:
Return to staff for alternate handling.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Item #: 3ac)

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: US DOJ DEA
current f/y cost: Funding amount will be determined during the application review
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

MATTHEW KENDALL
Sheriff-Coroner

Undersheriff John Magnan

Captain Quincy Cromer
Field Services

Captain Greg Van Patten
Corrections

County of Mendocino
Office Of The Sheriff-Coroner

August 22, 2025

Darcie Antle, CEO
Mendocino County

Dear Darcie,

The U.S. Department of Justice (DOJ), Drug Enforcement Administration (DEA) requires a signed application to seek funds for Domestic Cannabis Eradication Suppression Program (DCESP) each year. Last year the Sheriff's Office received an award of $100,000 for the program.

We recently received our DCESP application for the 2025/26 Fiscal Year. The filing deadline is September 5, 2025, but the next Board meeting is not scheduled until September 9, 2025. Exact award information will not be available until our application is approved and funds are allocated.

Due to the next Board meeting occurring after the application deadline, under County Policy #25, Section One, Number 4, if there is a time restriction that limits the department from going to the Board, the CEO may approve signing as long as the Department takes the item to the Board at their next available meeting.

I am requesting your approval for my signature on this document so we may submit it and meet the extended deadline and maintain the funding for this service.

I appreciate your consideration.

Respectfully,

John Magnan
Undersheriff

951 Low Gap Road
Ukiah, California 95482-3734

707-463-4411
Fax 707-468-3404

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ad)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: September 23, 2025

Department Contact:	DeNeese Parker	**Phone:**	707-463-7761
Department Contact:	Waldi Helma	**Phone:**	707-467-5815

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement with Redwood Coast Community Services, Inc. in the Amount of $156,000 to Provide Housing and Services to Assist Emancipated Former Foster/Probation Youth and Young Adults, from Age 18 Until Their 25th Birthday, Effective October 1, 2025, through June 30, 2025

Recommended Action/Motion:
Approve Agreement with Redwood Coast Community Services, Inc. in the amount of $156,000 to provide housing and services to assist emancipated former foster/probation youth and young adults, from Age 18 until their 25th Birthday, effective October 1, 2025, through June 30, 2025; authorize the Department of Social Services Director or designee to sign any future amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Ongoing Agreement since 2007. Recent actions on October 17, 2023, Item No. 3v), Approval of Agreement No. BOS-23-178 for Fiscal Year 2023-24; September 24, 2024, Item No. 3r), Approval of Agreement No. BOS-24-166.

Summary of Request:
The proposed Agreement provides tiered funding for Transitional Housing Program-Plus (THP-Plus), a program that offers supportive housing for an average of five eligible young adults per month, who are at least eighteen years of age and not yet twenty-five years old and who have exited foster care or juvenile probation on or after their eighteenth birthday for up to thirty-six cumulative months.

The program provides youth with housing and services to assist youth and young adults in developing skills for becoming independent and self-sufficient. Supportive services include case management, life skills training, education and employment services, and health including prenatal care and parenting support; crisis intervention and behavioral health services; long-term housing navigation; and aftercare services to ensure successful independent housing retention and living skills.

Redwood Community Services, Inc. (RCS) is currently the only agency in Mendocino County approved by the California Department of Social Services to provide THP-Plus. During FY 24-25, RCS served 15 unduplicated youth averaging 8-9 youth per month. During FY 24-25, the agreement included non-foster/probation youth; 6 unduplicated former foster/probation youth were served during this period.

Item #: 3ad)

Alternative Action/Motion:
Return to staff for alternative handling

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Federal/State/Realignment
current f/y cost: $156,000
budget clarification: N/A
annual recurring cost: $156,000
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Docusign Envelope ID: 001A20F9-E6DE-43F6-9E22-B95AAA4EAF62

#_____

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **REDWOOD COMMUNITY SERVICES, INC.,** hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Transitional Housing Program-Plus (THP-Plus) services for young adults ages eighteen (18) to twenty-five (25); and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Appendix B	YES – MH & YPP Packet

The term of this Agreement shall be from October 1, 2025 (the "Effective Date"), and shall continue through June 30, 2026.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Fifty-Six Thousand Dollars ($156,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DeNeese Parker, Social Services Director

Date: 9/3/2025

Budgeted: Yes
Budget Unit: 5130
Line Item: 86-3127
Org/Object Code: CW
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: 09/02/2025

CONTRACTOR/COMPANY NAME

By: Victoria Kelly
Victoria Kelly, Chief Executive Officer

Date: 9/3/2025

NAME AND ADDRESS OF CONTRACTOR:

REDWOOD COMMUNITY SERVICES, INC.
P.O. Box 2077
Ukiah, CA 95482
707-467-2010
KellyV@redwoodcommunityservices.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 09/02/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 09/02/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB #25-150
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

Docusign Envelope ID: 001A20F9-E6DE-43F6-9E22-B95AAA4EAF62

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

   CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

   In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

   CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

   Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

   CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:	COUNTY OF MENDOCINO Department of Social Services P.O. Box 1060 Ukiah, CA 95482 Attn: Waldi Helma
To CONTRACTOR:	REDWOOD COMMUNITY SERVICES, INC. P.O. Box 2077 Ukiah, CA 95482 Attn: Victoria Kelly

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

    a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

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disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed $156,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

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signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

    c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the

requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

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EXHIBIT A

DEFINITION OF SERVICES

I. CONTRACTOR shall provide Transitional Housing Program–Plus (THP-Plus) Services according to the following:

A. Program Overview and Eligibility

1. CONTRACTOR shall operate a THP-Plus designed to support eligible former foster or probation youth transitioning to independent adulthood. THP-Plus eligibility criteria include:

   a. Youth who are at least eighteen (18) and not yet twenty-five (25) years old.
   b. Youth who have exited foster care or juvenile probation on or after their eighteenth (18^{th}) birthday.
   c. Qualified youth may participate in the program for up to thirty-six (36) cumulative months, or until their twenty-fifth (25^{th}) birthday.
   d. Each youth participant must have a current Transitional Independent Living Plan (TILP), updated at least annually.

2. Funding Overlap Restrictions:

   a. Youth receiving TILP or other foster care placement subsidies are not eligible for THP-Plus.
   b. Youth receiving Family Unification Program (FUP) housing vouchers must disclose this funding; eligibility review may occur to prevent duplication.
   c. Youth receiving Full Service Partnership (FSP), Enhanced Care Management (ECM), or Specialty Mental Health Services may be eligible if services are not duplicative and coordination is documented.

B. Housing Services

1. THP-Plus participants shall be placed in COUNTY-approved housing models, including:

   a. Scattered Site Housing: Independent apartments located throughout the community.
   b. Host Family Housing: Placements with certified volunteer families.
   c. Single Site Housing: Residential facilities such as Gibson House for youth requiring mental health supportive housing or apartment complexes.

2. CONTRACTOR shall conduct a trauma-informed intake assessment to determine the most appropriate housing model based on each youth's needs.

3. Only youth requiring intensive mental health support may reside at Gibson House.

C. Living Supports

1. CONTRACTOR shall provide:

   a. A monthly stipend for basic living expenses.
   b. Access to essential furnishings and household supplies.
   c. Transportation or assistance attending medical, mental health, and program-related appointments.

D. TILP Services

1. Each THP-Plus participant shall develop a TILP in collaboration with program staff. CONTRACTOR shall assist youth in achieving the following:

   a. Housing stability.
   b. Educational advancement (high school completion, general education (GED), college/trade school).
   c. Sustainable employment.
   d. Permanent connections to caring adults.
   e. Health and self-sufficiency goals.

2. TILPs shall address:

   a. Education advocacy and referrals to Foster Youth Services.
   b. Enrollment assistance for college/trade school.
   c. Job readiness and employment support.
   d. Medical or mental health barriers to participation.
   e. Affordable post-program housing options at less than or equal to thirty percent (≤30%) of gross monthly income (for transitional placements).

E. Supportive Services

1. All services shall be individualized, trauma-informed, and culturally responsive. The following supports shall be provided:

   a. Required Services and Minimum Monthly Hours

Service Type	Frequency	Minimum Monthly Hours
Case Management	Weekly/Biweekly	4 hours
Life Skills Training	Biweekly	4 hours

Service Type	Frequency	Minimum Monthly Hours
Education/Employment Support	As Needed	2–3 hours
Health & Housing Navigation	As Needed	3 hours

b. Service Categories:
   1) Life Skills: Budgeting, cooking, cleaning, time management, conflict resolution.
   2) Education and Employment Support: School enrollment, financial aid, resumes, interviews.
   3) Housing Navigation and Exit Planning: Begins greater than or equal to ninety (≥90) days before exit; includes referrals, applications, and tenancy education.
   4) Health and Wellness Coordination:
      i. Assistance accessing dental, physical, and mental healthcare.
      ii. Linking to insurance.
   5) Legal and Documentation Assistance: Support with IDs, birth certificates, immigration status.
   6) Prenatal Care and Parenting Support:
      i. Enrollment in parenting classes.
      ii. Pediatrician selection via Medi-Cal or private insurance.
      iii. Immunization scheduling and well-child checkup.
      iv. Referral to childcare resources and family support services.
   7) Community Engagement:
      i. Linkage to Homeless Continuum of Care resources.
      ii. Activities to build relationships with family and trusted adults.

F. Crisis Intervention and Behavioral Health Services

1. CONTRACTOR shall provide twenty-four (24) hour crisis intervention and behavioral health support, including:

   a. On-call professional response.
   b. Referral to County Mental Health Services.
   c. Access to a staff Mental Health Professional (available 24/7).
   d. Coordination of individual and group therapy or rehabilitation services through Medi-Cal providers.
   e. Transportation and support in attending related medical appointments.

G. Aftercare Services

1. Upon graduation from the program, CONTRACTOR shall offer to each participant:

a. Mentorship: Each youth shall be connected to an adult mentor for a minimum of six (6) months.
b. Support Groups and Community Linkage.
c. Outcome evaluations for up to two (2) years post-exit.

H. Oversight, Assessments, and Evaluation

1. CONTRACTOR shall:

a. Monitor participant well-being and placement safety.
b. Offer youth mentorship opportunities.
c. Administer the Youth Efficacy/Empowerment – Mental Health (YES-MH) and Youth Participation in Planning (YPP) assessment tools (Appendix B):
    i. Assessment Schedule:
        1) Upon program entry.
        2) At program exit.
        3) Annually (June 2026).
        4) Assessments shall be scored per official YES-MH and YPP guidance.

I. Reporting Requirements

1. Monthly Reporting (Due by the 15th of each month), including:

a. YES-MH and YPP scores (entry, annual, exit).
b. Demographics and service metrics, including:
    i. Participants served.
    ii. Homelessness at entry and exit.
    iii. Permanent housing placement.
    iv. Employment, education, LGBTQIA+ status, disabilities.
    v. Prior incarceration, juvenile probation, foster care history.
    vi. Parenting status and number of minor children.
    vii. Racial/ethnic demographics.
    viii. Duration in THP-Plus.
    ix. Services provided and referral linkages per youth.
    x. Expenditures per youth for housing, furnishings, and stipends.
    xi. Crisis support needs, types, and frequency.

2. Cumulative Annual Report (Due July 1, 2026), including:

a. Comparative YES-MH scores across multi-year participants.
b. Prioritization strategies for foster/probation youth.
c. Program successes and barriers encountered.

J. Confidentiality and Compliance

1. CONTRACTOR shall maintain full compliance with:

   a. California Welfare and Institutions Code §827.
   b. California Department of Social Services Confidentiality, Fraud, Civil Rights and State Hearings Manual – Chapter 19.
   c. Health Insurance Portability and Accountability Act regulations for client record security and confidentiality.

K. Funding Disclaimer

CONTRACTOR acknowledges that funding provided under this Agreement is limited to the Agreement period. No presumption of continuation or renewal of funding beyond the current term shall be made.

[END OF DEFINITION OF SERVICES]

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EXHIBIT B

PAYMENT TERMS

I. Compensation

A. COUNTY shall pay CONTRACTOR for services rendered under this Agreement as follows:

1. A monthly rate of Two Thousand Four Hundred Dollars ($2,400) per eligible program participant actively enrolled in Transitional Housing Program–Plus (THP-Plus).
2. A monthly rate of Two Thousand Eight Hundred Dollars ($2,800) per eligible parenting youth participant actively enrolled in THP-Plus.
3. Compensation shall include all services, staffing, housing supports, administrative functions, and reporting requirements as outlined in Exhibit A.

B. COUNTY authorizes payment for up to approximately five (5) participants per month. Additional eligible youth may be served beyond this number provided total payments remain within the maximum Agreement amount.

II. Monthly Invoice and Reporting Submission

A. To receive monthly compensation, CONTRACTOR shall:

1. Submit a monthly invoice accompanied by the monthly program report as detailed in Exhibit A, Section I.1.
2. Submit invoice and report no later than the fifteenth (15th) calendar day of each month, reflecting services provided during the previous month.
3. Ensure reports include:
   a. Participant eligibility and enrollment status.
   b. Youth Efficacy/Empowerment – Mental Health (YES-MH) and Youth Participation in Planning (YPP) scores, service delivery metrics, demographics, and expenditure data.
   c. Summary of housing placements, supportive services provided, and staffing oversight.

III. Final Invoice and Annual Reporting

A. For services provided through June 2026, CONTRACTOR shall:

1. Submit final invoice.
2. Submit monthly report for June 2026.
3. Submit cumulative annual report as described in Exhibit A, Section I.2.
4. Ensure all items are received by COUNTY no later than July 1, 2026 in order to initiate final payment under this Agreement.

IV. All billing and reports shall be submitted to:

Family and Children's Services
P.O. Box 839
Ukiah, CA 95482
Attn: Waldi Helma
FCSinvoices@mendocinocounty.gov

V. Payments under this Agreement shall not exceed One Hundred Fifty-Six Thousand Dollars ($156,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

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EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - $500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

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EXHIBIT D

CONTRACTOR ASSURANCE OF COMPLIANCE WITH

MENDOCINO COUNTY

Department of Social Services

NONDISCRIMINATION IN STATE

AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **REDWOOD COMMUNITY SERVICES, INC.**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

9/3/2025

Date

Victoria Kelly

CONTRACTOR Signature

P.O. Box 2077, Ukiah, CA 95482

Address of CONTRACTOR

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Appendix A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

(1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and

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

(2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Victoria Kelly (Type Name)	REDWOOD COMMUNITY SERVICES, INC. (Organization Name)
Chief Executive Officer (Title)	P.O. Box 2077 Ukiah, CA 95482 (Organization Address)
DocuSigned by: Victoria Kelly 37E08524661045... (Signature)	9/3/2025 (Date)

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Appendix B

YES - MH & YPP PACKET CONTENTS

1. Introduction to YES-MH and YPP
2. Administration and Scoring of YES-MH and YPP *(Updated 2019)*
3. Demographic Information Collection Sheet
4. Youth Efficacy/Empowerment Scale - Mental Health
5. Youth Participation in Planning Scale

research portland training center

PATH WAYS RTC

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INTRODUCTION TO THE YOUTH EFFICACY/ EMPOWERMENT - MENTAL HEALTH AND THE YOUTH PARTICIPATION IN PLANNING SCALE

This packet brings you introductory information about two new measures developed by the Research and Training Center on Family Support and Children s Mental Health. The two new measures are

- ***Youth Efficacy / Empowerment Scale-Mental Health*** **(YES-MH).** This measure was designed to assess youth perceptions of efficacy with respect to managing their own mental health condition, managing their own services and supports, and using their experience and knowledge to help peers and improve service systems.
- ***Youth Participation in Planning Scale*** **(YPP).** The YPP assesses youth perceptions of whether interdisciplinary teams that create service, care, or treatment plans support meaningful youth participation in the planning process.

This packet contains a brief introduction to the two measures, including a summary of the process by which the measures were developed. The packet also contains preview versions of each measure.

If you wish to use one or both of the measures, you can request reproducible versions of the measures and an administration and scoring guide from rtcpubs@pdx.edu. There is no charge to use or reproduce the measures.

PATH WAYS RTC

Walker, J. S. & Powers, L. E. (2007). Introduction to the Youth Self-Efficacy Scale/Mental Health and the Youth Participation in Planning Scale. Portland, OR: Research and Training Center on Family Support and Children s Mental Health, Portland State University.

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INTRODUCTION TO THE MEASURES

This is a brief introduction to two new measures that are highly relevant to research and evaluation in children's mental health that is undertaken from a youth development or system of care perspective. The first measure, the *Youth Efficacy / Empowerment Scale–Mental Health* (YES-MH), is an adaptation from the Family Empowerment Scale,[1] and was designed to assess youth perceptions of confidence and efficacy with respect to managing their own mental health condition, managing their own services and supports, and using their experience and knowledge to help peers and improve service systems. The second measure, the *Youth Participation in Planning Scale* (YPP), is also based on a scale developed for caregivers;[2] however the changes made were significant enough that the scale cannot be considered simply as an adaptation. The YPP assesses youth perceptions of whether interdisciplinary teams that create service, care, or treatment plans support meaningful youth participation in the planning process.

The President's New Freedom Commission places at the core of its vision of a transformed mental health system the idea that every child with a serious emotional disturbance will have a comprehensive, individualized plan of care. Such plans are to be developed by youth, families, and providers working in full partnership to select treatment goals and strategies, and to monitor progress. A similar vision is expressed in the principles that guide systems of care for children's mental health. This vision of

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transformation stands in contrast to the existing reality in children's mental health, in which youth in particular typically have little meaningful input in the process of creating plans.

Visions of mental health systems transformation also include an emphasis on empowerment. In this context, empowerment can be seen as reflecting a young person's efficacy or sense of confidence at three levels: self—managing his or her own condition; service/support—managing services and supports so that they are consistent with the young person's goals and values; and system—using his or her experience to benefit others.

An assessment of the extent to which transformation is occurring thus includes the need to measure the extent to which mental health contexts promote youth efficacy / empowerment and youth participation in planning. The YPP and the YES-MH were developed to meet this need.

Method

The research team convened several feedback groups of youth to review the items in the caregiver empowerment and participation scales, and to suggest wording for items in versions of the scales adapted for youth. This process proceeded relatively smoothly for the efficacy/empowerment items; however, this was not the case for the participation items—feedback emphasized that existing measures 1) did not set the bar high enough in terms of expectations for participation and 2) did not include other necessary aspects of participation such as the opportunity to be prepared in advance.

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Additional items were thus generated for the participation scale and further feedback was sought.

After new items were created for the participation scale, the research team created a survey that included the potential items for the YES and the YPP as well as questions about the type of planning received and goals on the plan and how important they were perceived to be. The survey also asked about youth living situation (present and past), diagnoses, income, and other demographic information. The sample sought was 180 total youth, 60 of whom would retake the survey after about six weeks, and 60 of whom would take the survey as part of a caregiver-youth dyad, with the caregiver doing a version of the survey that focused on their youth's participation in planning. Youth were eligible for the survey if they were between 14-21 and had received team planning in the last year.

Survey packets were distributed either 1) at the request of adult caregivers of eligible youth (e.g., caregivers provided contact information at conferences), or 2) through intermediaries, typically providers of team planning like wraparound programs or schools (through their IEP process).

Results

Surveys were collected until the desired sample was achieved (N=188). Respondents were 57% male and had a mean age of 16.2. Seventy-four percent reported having taken medication for mental health reasons, and 85% reported receiving free or reduced lunch. Caregivers reported a mean income of $20,800.

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Analyses of zip codes put the mean income of counties represented at 49% of US median household income. Based on respondents' own descriptions of their race/ethnicity, 57.8% were categorized as White, 26.6% African American, and 12.2% Asian, with the remainder providing other answers. The most common diagnoses provided by youth were ADHD (36.2%), depression (19.0%) and bipolar disorder (16.2%). Many youth listed several diagnoses. While most youth reported *currently* living with parents (55.8%), others were in foster care (15.0%), residential treatment (9.2%), on their own (4.6%), or in correctional facilities (4.2%). Forty percent of youth reported *ever* having lived in foster care, 27.2% in a group home, 22.9% in residential treatment, 22.7% in a psychiatric hospital, and 20.3% in a correctional facility.

Factor analyses for self-efficacy and participation items were performed separately using principal axis factoring and oblique rotation. A three-factor solution emerged for each measure. Several items were dropped from each measure because of either cross loading or low loadings on all three factors. The remaining items all loaded on one factor at least .500 and on no other factor more than .300.

The YPP has 16 items on three subscales. Items have high loadings, low cross loadings, and the subscales have good to excellent internal reliability. The subscales are "plan and planning process reflect my perspective" (8 items, Cronbach's α=.898); preparation to participate (4 items, α=.750); and accountability (4 items, α=.784). The YES has 20 items on subscales which parallel the subscales for the caregiver version and reflect efficacy / empowerment at three levels, self (confidence and optimism about

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coping with/managing one's condition; α=.852), services (confidence and capacity to work with service providers to select and optimize services and supports; α=.833), and system (confidence and capacity to help providers improve services and to help other youth understand the service system; α=.882). Mean scores for the total participation and total efficacy / empowerment scales were significantly different between youth with low, medium, and high satisfaction with their plans (a variable created from six survey items—YPP: $F(2, 156)=13.0$, $p<.001$; YSS: $F(2, 155)=18.7$, $p<.001$). Post-hoc analyses showed all differences between means were significant. Total efficacy / empowerment and participation scales were correlated (.623, $p<.001$) and subscales were correlated according to prediction, with highest correlation between participation (planning) and efficacy / empowerment (services and supports) (.724, $p<.001$), and lowest correlations between efficacy / empowerment (system) and the three participation subscales. Caregiver and youth total participation scores were highly correlated (.633, $p<.001$), as were test-retest for the YPP (.749, $p<.001$) and the YES (.635, $p<.001$). The factor structure of the YPP was well mirrored by the factor structure of the parallel caregiver version (Tucker's phi >.90 for all three factors).

Conclusion

Results from this initial study show evidence of a clear factor structure and good reliability for the two measures, and provide initial information about the validity of the YES and YPP.

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References

1. Koren PE, DeChillo N, Friesen BJ. Measuring empowerment in families whose children have emotional disabilities. *Rehabilitation Psychology*. 1992;34:305-321.

2. Friesen BJ, Pullman M. Family participation in planning services: A brief measure. In: Newman C, Liberton C, Kutash K, Friedman RM, eds. *The 14th annual research conference proceedings. A system of care for children's mental health: Expanding the research base*. February 25 - 28, 2001. Tampa, FL: University of South Florida, The Louis de la Parte Florida Mental Health Institute, Research and Training Center for Children's Mental Health; 2002;235-238.

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Appendix B

ADMINISTRATION AND SCORING OF THE YOUTH EFFICACY/EMPOWERMENT SCALE MENTAL HEALTH (YES-MH) AND THE YOUTH PARTICIPATION IN PLANNING SCALE (YPP)

Date, Identification, and Demographic Information

Before you administer the YES and/or the YPP, record the date of administration in the box on the first page of the measure(s). An identification number may be entered in the box labeled /D #, found at the top right on the first page of each measure.

Use the *Demographic Information Collection Sheet* to gather background information about each young person to whom you administer the YES and/or the YPP. This information can be gathered via interview, or youths can fill it out themselves.

YES

Administration

The *Youth Efficacy/ Empowerment Scale - Mental Health* (YES-MH) is designed to assess youths' perceptions of efficacy and empowerment with respect to managing their own mental health conditions, managing their own services and supports, and using their experience and knowledge to help peers and improve service systems. The YES has 20 items on threesubscales:

- *Self* (confidence and optimism about coping with / managing one's own condition; 6 items, a = .852).
- *Services* (confidence and capacity to work with service providers to select and optimize services and supports; 7 items, a = .833), and
- *System* (confidence and capacity to help providers improve services and to help other youth understand the service system; 7 items, a= .882).

The subscales can be used separately. The sum of their scores yields a score for overall youth efficacy/ empowerment with respect to mental health.

The YES can be administered via face-to-face interview, or it can be self-administered using either a paper or online version. The YES has been used successfully with children as young as 9 years old using an interview, and with children as young as 13 using the paper version.

Walker, J.S. & Powers, L. E. (2008). Administration and scoring of the Youth Efficacy/ Empowerment Scale - Mental Health and the Youth Participation in Planning Scale. Portland, OR: Research and Training Center on Family Support and Children's Mental Health, Portland State University.

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YES

Scoring

Scoring assumes that a respondent has rated all items. If there is one unanswered item on a subscale (*Self*, *Services* or *System*), fill that in with the average of the other items from that subscale. If there is more than one item that is unanswered on a given subscale, a score for that subscale cannot be computed.

NOTE: Negatively worded, "reversed," items (4, 11, and 19 – see details below) are NOT included in the calculations. These are included as a check against respondents providing the same rating for all items. If you find a respondent has given the same response on all the items in a theme, their data should be discarded.

The responses for individual items are summed as follows to obtain the subscale scores:

- *Theme 1, Self*, sum items 1, 2, 3, 5, 6 and 7 (i.e., all items in the first section except item 4).
  Add up the scores from the six included items. The scores will be between 0-30.
- *Theme 2, Services*, sum items 8, 9, 10, 12, 13, 14 and 15 (i.e., all items in the second section except item 11).
  Add the scores from the other seven items. The scores could run from 0-35.
- *Theme 3, System*, sum items 16, 17, 18, 20, 21, 22 and 23 (i.e., all items in the third section except item 19).
  Add the scores for the other seven items. Scores could run from 0-35.

Sum the *Self*, *Services*, and *System* subscale scores to get the total YES score. Remember that there can be no total score if there is more than one item missing for any of the three subscales.

Data gathered during the development of the YES showed these characteristics for the subscale and total scale scores:

	Mean	Lower quartile	Upper quartile
Self	22.9	<19	> 26
Services	26.8	< 23	> 31
System	23.1	<19	> 28
YES Total	72.7	< 64	> 83

Walker, J.S. & Powers, L. E. (2008). Administration and scoring of the Youth Efficacy/ Empowerment Scale - Mental Health and the Youth Participation in Planning Scale. Portland, OR: Research and Training Center on Family Support and Children's Mental Health, Portland State University.

Docusign Envelope ID: 001A20F9-E6DE-43F6-9E22-B95AAA4EAF62

Appendix B

YPP

Administration

The *Youth Participation in Planning Scale* (YPP) assesses youth perceptions of whether interdisciplinary teams that create service, care, or treatment plans support meaningful youth participation in planning and decision-making. The YPP has been used to assess youth participation on a variety of teams in a variety of contexts, including Individualized Education Planning (IEP) teams, transition planning teams, wraparound teams, youth/family decision teams, and other teams in juvenile justice, mental health, and child welfare contexts.

The YPP has 16 items on three subscales:

- *Plan and planning process reflect youth perspective* (8 items, α = .898),
- *Preparation* (4 items, α= .750), and
- *Accountability* (4 items, α = .784).

The sum of the subscale scores yields a score for overall youth participation in planning.

The YPP can be administered face-to-face interview, or it can be self-administered using either a paper or online version. The YPP has been used successfully with children as young as 9 years old using an interview, and with children as young as 13 using the paper version.

YPP

Scoring

The responses for individual items are summed as follows to obtain the subscale scores:

- *Plan and planning process reflect youth perspective*, sum items 1, 2, 5, 9, 12, 15, 17 and 23.
- *Preparation*, sum items 3, 10, 16 and 21.
- *Accountability*, sum items 4, 7, 14 and 20.

Sum the three subscale scores to get the total YPP score.

The "reversed" items (items 6, 11 and 19) are *not* included in either the subscale or total scores. These items are used as a means of checking to see whether respondents are basing their answers on item content. The current version of the measure also includes four test items (items 8, 13, 18 and 22) that are *not* included in the subscale or total scores. These items will be evaluated in analyses by the Research and Training Center research team for possible inclusion in future versions of the YPP. The intention is to develop versions of the *Preparation* and *Accountability* subscales with five items each.

Walker, J.S. & Powers, L. E. (2008). Administration and scoring of the Youth Efficacy/ Empowerment Scale - Mental Health and the Youth Participation in Planning Scale. Portland, OR: Research and Training Center on Family Support and Children's Mental Health, Portland State University.

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Appendix B

DEMOGRAPHIC INFORMATION FOR THE YOUTH EFFICACY / EMPOWERMENT SCALE - MENTAL HEALTH AND THE YOUTH PARTICIPATION IN PLANNING SCALE

PLEASE PROVIDE US WITH A BIT OF INFORMATION ABOUT YOURSELF AND YOUR FAMILY:

1. What is your gender identity? ___ female ___ male ___ other (please describe): _____

2. What is the zip code where you currently live? _____

3. What is your age? _____

4. What is your race/ethnicity? (Check ONE answer that BEST describes you):

___ White/Caucasian ___ Black/African-American

___ Hispanic/Latino/a ___ Alaskan/Native American

___ Asian-American ___ other: _____

5. Have you ever received free or reduced lunch at school? ___ yes ___ no

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Appendix B

6. Have you ever taken medication for emotional or mental health difficulties? ___ yes ___ no

7. Have you been given a name or diagnosis for your emotional or mental health difficulties (Examples: ADHD, ODD, Asperger's, etc.)? If so, please write it here: ___ ___

8. Check the answer below that best describes where you live *now* (Check ONE):

___ independent/on my own ___ living with parent(s) ___ living with relatives other than parents

___ foster care ___ group home ___ residential treatment

___ psychiatric hospital ___ homeless/couch surfing ___ correctional facility

___ other (please describe): ___

9. Have you ever been in any of these living situations? (Check ALL that apply):

___ independent/on my own ___ living with parent(s) ___ living with relatives other than parents

___ foster care ___ group home ___ residential treatment

___ psychiatric hospital ___ homeless /couch surfing ___ correctional facility

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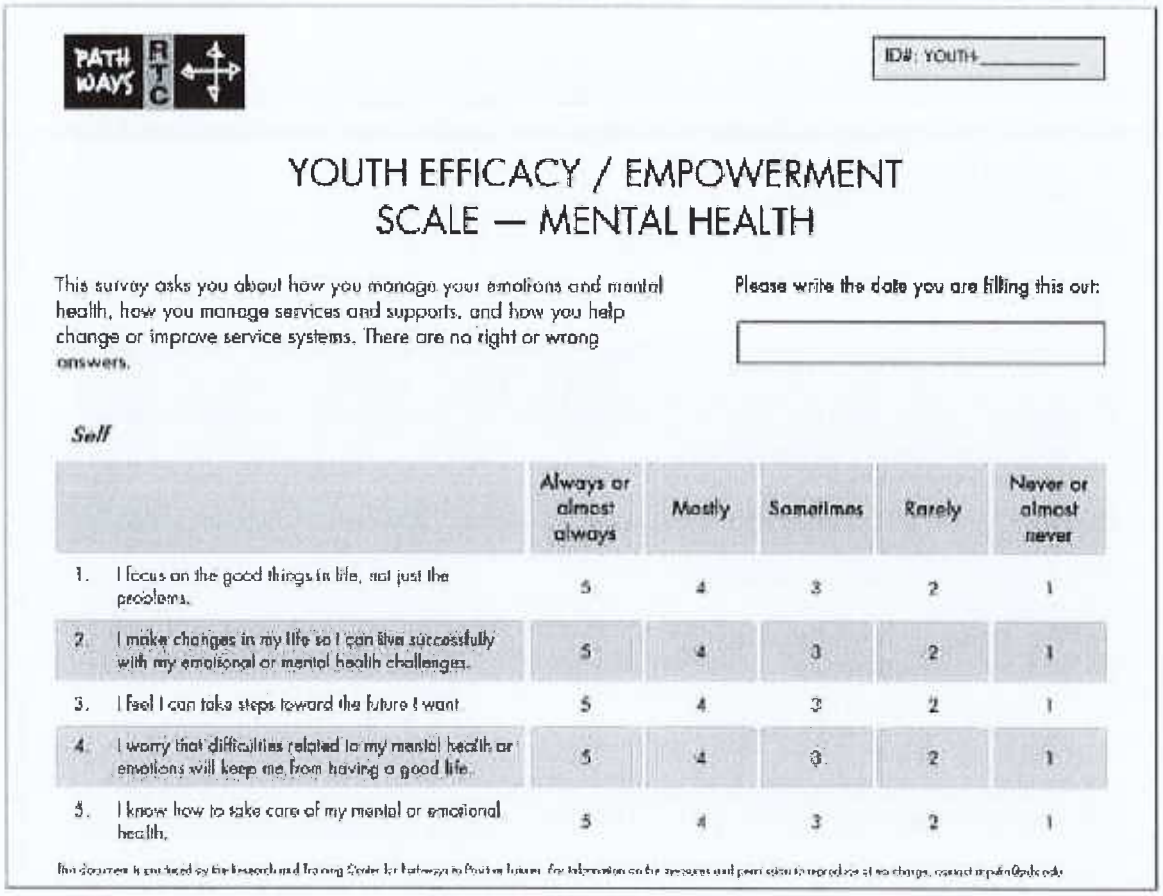
Appendix B



PATH WAYS RTC

ID#: YOUTH_____

YOUTH EFFICACY / EMPOWERMENT SCALE — MENTAL HEALTH

This survey asks you about how you manage your emotions and mental health, how you manage services and supports, and how you help change or improve service systems. There are no right or wrong answers.

Please write the date you are filling this out:

Self

		Always or almost always	Mostly	Sometimes	Rarely	Never or almost never
1.	I focus on the good things in life, not just the problems.	5	4	3	2	1
2.	I make changes in my life so I can live successfully with my emotional or mental health challenges.	5	4	3	2	1
3.	I feel I can take steps toward the future I want.	5	4	3	2	1
4.	I worry that difficulties related to my mental health or emotions will keep me from having a good life.	5	4	3	2	1
5.	I know how to take care of my mental or emotional health.	5	4	3	2	1

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		Always or almost always	Mostly	Sometimes	Rarely	Never or almost never
6.	When problems arise with my mental health or emotions, I handle them pretty well.	5	4	3	2	1
7.	I feel my life is under control.	5	4	3	2	1

Service

		Always or almost always	Mostly	Sometimes	Rarely	Never or almost never
8.	When a service or support is not working for me, I take steps to get it changed.	5	4	3	2	1
9.	I tell service providers what I think about services I get from them.	5	4	3	2	1
10.	I believe that services and supports can help me reach my goals.	5	4	3	2	1
11.	I am overwhelmed when I have to make a decision about my services or supports.	5	4	3	2	1
12.	My opinion is just as important as service providers' opinions in deciding what services and supports I need.	5	4	3	2	1
13.	I know the steps to take when I think that I am receiving poor services or supports.	5	4	3	2	1

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Appendix B

		Always or almost always	Mostly	Sometimes	Rarely	Never or almost never
14.	I understand how my services and supports are supposed to help me.	5	4	3	2	1
15.	I work with providers to adjust my services or supports so they fit my needs.	5	4	3	2	1

System

		Always or almost always	Mostly	Sometimes	Rarely	Never or almost never
16.	I feel I can help improve services or supports for young people with emotional or mental health difficulties.	5	4	3	2	1
17.	I have ideas about how to improve services for young people with emotional or mental health difficulties.	5	4	3	2	1
18.	I know about the legal rights that young people with mental health difficulties have.	5	4	3	2	1
19.	I feel that trying to change mental health services and supports is a waste of time.	5	4	3	2	1
20.	I take opportunities to speak out and educate people about what it's like to experience emotional or mental health difficulties.	5	4	3	2	1

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		Always or almost always	Mostly	Sometimes	Rarely	Never or almost never
21.	I feel that I can use my knowledge and experiences to help other young people with emotional or mental health difficulties.	5	4	3	2	1
22.	I tell people in agencies and schools how services for young people can be improved.	5	4	3	2	1
23.	I help other young people learn about services or supports that might help them.	5	4	3	2	1

Was this survey:

hard to complete ☐ hard to understand ☐ too long ☐ just right ☐

Comments and/or suggestions:

_____

_____

_____

Thank you for completing this information!

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Appendix B

ID#: YOUTH_____

YOUTH PARTICIPATION IN PLANNING

This survey asks you what happens when you are working with other people on a team to plan for services and supports. There are no right or wrong answers.

Please write the date you are filling this out:

Please answer these questions based on your experiences WITH YOUR PLANNING TEAM during the PAST 2-3 MONTHS.	Always or almost always	Mostly	Sometimes	Rarely	Never or almost never
1. During planning, I have plenty of opportunities to express my ideas.	5	4	3	2	1
2. I understand what's in my plan.	5	4	3	2	1
3. I help decide what is on the agenda for my team meetings.	5	4	3	2	1
4. Team members have specific tasks to do for my plan.	5	4	3	2	1
5. During planning, we make changes to my plan based on my ideas.	5	4	3	2	1
6. The goals on my plan are unrealistic.	5	4	3	2	1
7. I get an up-to-date copy of my plan.	5	4	3	2	1

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Please answer these questions based on your experiences WITH YOUR PLANNING TEAM during the PAST 2-3 MONTHS.	Always or almost always	Mostly	Sometimes	Rarely	Never or almost never
8. Before a meeting, I am able to get answers to any questions I have about my participation in the meeting.	5	4	3	2	1
9. My plan fits with my background and values.	5	4	3	2	1
10. Before a meeting, someone helps me decide how I want to express my ideas to the team.	5	4	3	2	1
11. When we are working on my plan, people use professional language that is difficult to understand.	5	4	3	2	1
12. I get to make decisions about the best ways to reach the goals in my plan.	5	4	3	2	1
13. Before a team meeting, I am told about all the topics that will be on the agenda.	5	4	3	2	1
14. Team members report to me about what they are doing for my plan.	5	4	3	2	1
15. I understand everything that is decided while we are working on my plan.	5	4	3	2	1
16. I help decide who is invited to my meetings.	5	4	3	2	1
17. My plan helps me see that I can use my skills and abilities to reach my goals.	5	4	3	2	1
18. During a meeting, the team makes clear decisions about who will do what for my plan.	5	4	3	2	1

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Please answer these questions based on your experiences WITH YOUR PLANNING TEAM during the PAST 2-3 MONTHS.	Always or almost always	Mostly	Sometimes	Rarely	Never or almost never
19. My plan is more about what other people want than about what I want.	5	4	3	2	1
20. Team members follow through on what they have agreed to do for my plan.	5	4	3	2	1
21. Someone from the team helps me plan the things I want to say at the meeting.	5	4	3	2	1
22. During a meeting, people stick to the agenda.	5	4	3	2	1
23. My plan includes the goals that are most important to me.	5	4	3	2	1

Was this survey:

hard to complete ☐ hard to understand ☐ too long ☐ just right ☐

Comments and/or suggestions:

_____

_____

_____

Thank you for completing this information!

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Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ae)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: September 23, 2025

Department Contact:	Rhonda Brown	**Phone:**	707-463-7759
Department Contact:	DeNeese Parker	**Phone:**	707-463-7761

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Appropriations Form to Accommodate the Increase of Expense in Social Services Administrative Budget Unit 5010 Incurred for Fiscal Year (FY) 24/25, to be Offset by State and Federal Funds from Food Stamp Program and the Medical Funds in the Fund Balance

Recommended Action/Motion:
Approve Appropriations Form to accommodate the increase of expense in Social Services Administrative Budget Unit 5010 incurred for FY 24/25, to offset by State and Federal funds from Food Stamp Program and the Medical Funs in the fund balance; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Social Services received greater than anticipated revenue in Budget Unit 5033 Food Stamps. Social Services is asking to increase authority to transfer these funds to Budget Unit 5010 Social Services Administration to cover expenses and reduce the impact on the General Fund. Additionally, Social Services is correcting an Administrative Error for Budget Unit 5032 Medical. The correction will allow authority to transfer funds to Budget Unit 5010 Social Services Administration to cover expenses and reduce the impact on General Fund.

Alternative Action/Motion:
Do not approve of and provide alternative directions.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

Item #: 3ae)

source of funding: Federal Food Stamps
current f/y cost: $.00
budget clarification: This is an administrative clean-up; no additional cost to County.
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Social Services Date 09/11/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
2323	FOODSTMP/5033	825510	Federal Welfare Admin	$ 1,237,610.00	I	$ 84,427.68
2323	FOODSTMP/5033	865802	Operating Transfer Out	$ 1,237,610.00	I	-$ 370,389.52
1100	SS/5010	827802	Operating Transfer In	$ 1,237,610.00	I	-$ 6,481,924.20
2322	MEDICAL/5032	865802	Operating Transfer Out	$ 1,208,151.00	I	-$ 1,208,151.00
1100	SS/5010	827802	Operating Transfer In	$ 1,208,151.00	I	-$ 6,481,924.20

The approved DFA 431for FY 24/25 Q4, had an increase to Federal Food Stamps which was not reflected in the originally budget. The first set of lines is to increase the budget to allow Social Services to draw down from budget unit 5033 FOODSTMP-865802 and transfer to Budget Unit 5010 SS-827802 Operating Transfer In.

The increase to MEDICAL is an Administrative Clean-up with no additional cost to the County. Request is to utilize Fund Balance from 2322-760000 to offset expenses in Budget Unit 5010 SS-827802.

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By DeNeese Parker Digitally signed by DeNeese Parker Date: 2025.09.15 15:01:50 -07'00'

Prepared by: Rhonda Brown Ph: 707-463-7759 Email: brownr@mendocinocounty.org

TO COUNTY EXECUTIVE OFFICER:

☐ Sufficient balances remain in the accounts indicated to effect transfer as requested.

☐ Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of $_____

REMARKS:

No. 2025-06T013 Date 09/17/2025 AUDITOR-CONTROLLER By _____

COUNTY EXECUTIVE OFFICER: ☐ RECOMMENDATION ☑ APPROVAL ☐ DENIED

COMMENTS:

Sara Pierce Digitally signed by Sara Pierce Date: 2025.09.15 14:21:05 -07'00'

Date _____ COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: ☐ APPROVED AS REQUESTED ☐ APPROVED AS REVISED ☐ OTHER

REMARKS:

Date _____ DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO._____ Date_____ By:_____

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3af)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: September 23, 2025

Department Contact:	DeNeese Parker	**Phone:**	707-463-7761
Department Contact:	Waldi Helma	**Phone:**	707-467-5815

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Retroactive Approval of First Amendment to Agreement No. BOS-24-136 with North Coast Opportunity, Inc., in the Amount of $15,973, for a Total of $93,471, to Cover Payment for April, May, June 2025 Invoices

Recommended Action/Motion:
Approve first Retroactive amendment to Agreement No. BOS-24-136 with North Coast Opportunity, Inc., in the amount of $ 15,973, for a total of $93,471, to cover payment for April, May, June 2025 invoices; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Ongoing Agreement; most recent action on July 25, 2023, Item No. 3af), approval of Agreement No. BOS-23-134 and July 23, 2024, Item No. 3ag) approval of Agreement No. BOS-24-136

Summary of Request:
The June 2024 invoice was expensed out of the future agreement (BOS-24-136) instead of the correct agreement (BOS-23-134) leaving insufficient funds on contract (BOS 24-136) for payment of April, May, and June 2025 invoices. There is no additional impact on budget authority, as this was budgeted. The error is only impacting the contract authority.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Federal/State

Item #: 3af)

current f/y cost: $93,471
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Docusign Envelope ID: 78D538C0-AB2B-4749-9821-14C7879509DF

BOS AGREEMENT NO. _____

AMENDMENT #1

Original Agreement No.	BOS-24-136

AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-136

This Amendment to Agreement No. BOS-24-136 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **NORTH COAST OPPORTUNITIES, INC.,** hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-136 was entered into on July 23, 2024 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Initial Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by $15,973 from $77,498 to $93,471; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms, to reflect the amount increase.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by $15,973 from $77,498 to $93,471.
2. The Exhibit B, Payment Terms, set out in the Initial Agreement is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of the Initial Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DeNeese Parker, Social Services Director

Date: 9/3/25

Budgeted: Yes
Budget Unit: 5010
Line Item: 86-3118
Org/Object Code: SSOT
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: 08/26/2025

CONTRACTOR/COMPANY NAME

By: _____
Dan McIntire, Chief Executive Officer

Date: 8/28/2025

NAME AND ADDRESS OF CONTRACTOR:

North Coast Opportunities, Inc.
413 N. State Street
Ukiah, CA 95482
(707) 263-4688, x410
tsedrick@ncoinc.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 08/26/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 08/26/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 26-17
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

Docusign Envelope ID: 78D538C0-AB2B-4749-9821-14C7879509DF

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

A. Child Care Navigation: Costs to provide child care navigation not to exceed a total of Sixty-Six Thousand Five Hundred Sixty-Three Dollars ($66,563) (State General Fund).

B. Trauma-Informed Care Training: Costs to provide trauma-informed care training not to exceed a total of Twenty-Six Thousand Nine Hundred Eight Dollars ($26,908) (State General Fund).

C. Services furnished under this Agreement will be reimbursed as per the following budget:

ANNUAL SERVICE	NAVIGATION	TIC TRAINING
Salary	$43,133	$16,229
Fringe/Benefits (25% of salary)	$10,783	$4,058
Child Care Training Material, Travel, training, and training for staff	$0	$1,509
Occupancy (10% of subtotal)	$6,656	$2,691
Indirect (9% of subtotal)	$5,991	$2,421
SUBTOTAL	$66,563	$26,908
TOTAL	**$ 93,471**	

D. Invoices, including backup documentation, shall be submitted to the COUNTY by the tenth (10th) of each month, itemizing the actual monthly costs incurred while providing child care navigation and trauma-informed care training.

1. CONTRACTOR shall submit invoices to:

Department of Social Services
Family & Children's Services
P.O. Box 839
Ukiah, CA 95482
Attn: Cherrene Lamm
FCSInvoices@mendocinocounty.gov

2. Data identified in Exhibit A Section I.C., of the CONTRACTOR duties shall be submitted monthly via email to Family and Children's Services staff, Michaela Barlow, at barlowmi@mendocinocounty.gov

E. Funds under this Agreement will be claimed up to but not exceeding the amount of the allocation received by the COUNTY.

F. Unspent funds in either category (child care navigation and/or trauma-informed care training) shall not be used to subsidize funding in the other category or the emergency child care vouchers.

G. Funding in each of the categories will be used until the State General Fund allocation is exhausted.

II. Payments under this Agreement shall not exceed Ninety-Three Thousand Four Hundred Seventy-One Dollars ($93,471) for the term of this Agreement.

III. This Agreement will be amended if the final allocation from the California Department of Social Services for Fiscal Year 2024-25 results in higher or lower State General Fund amounts in either or both service categories.

[END OF PAYMENT TERMS]

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ag)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: September 23, 2025

Department Contact:	Howard Dashiell	**Phone:**	707-463-4363
Department Contact:	Sebastian Rolfe	**Phone:**	707-234-2847

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Temporary Road Closure of Sections of Heeser Street (County Road 407I), Main Street (County Road 407E), Lansing Street (County Road 500), and Little Lake Street (County Road 407A) for the Annual Kelpfest Parade on October 4th, 2025, for One Hour from 11:30 a.m. to 12:30 p.m., Sponsored by Flockworks (Fort Bragg Area)

Recommended Action/Motion:
Approve temporary road closure sections of Heeser Street (County Road 407I), Main Street (County Road 407E), Lansing Street (County Road 500), and Little Lake Street (County Road 407A) for the duration of the annual Kelpfest Parade; and authorize and direct the Director of Transportation to issue the appropriate encroachment permit.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Flockworks is holding their annual Kelpfest Parade on Saturday October 4th, 2025. Flockworks is requesting to close down sections of County Roads, for a parade route starting on Heeser Street (County Road 407I), southbound on Heeser Street (County Road 407I) to Main Street (County Road 407E), eastbound on Main Street (County Road 407E) to Lansing Street (County Road 500), northbound on Lansing Street (County Road 500) to Little Lake Street (County Road 407A), westbound on Little Lake Street (County Road 407A) ending at the Mendocino Arts Center. The parade participants will include small floats and walking groups.

Alternative Action/Motion:
Deny authorization for the road closure.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: District 5

Vote Requirement: Majority

Item #: 3ag)

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

Howard N. Dashiell
DIRECTOR OF TRANSPORTATION

Road Commissioner
County Engineer, RCE 42001
County Surveyor, PLS 7148

FUNCTIONS

Administration & Business Services
Airports
Engineering
Land Improvement
Roads and Bridges
Solid Waste & Landfills
Water Agency

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 LAKE MENDOCINO DRIVE
UKIAH, CALIFORNIA 95482-9432
VOICE (707) 463-4363 FAX (707) 463-5474

August 22, 2025

Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

RE: Approval of Temporary Road Closure of sections of Heeser Street (County Road 407I), Main Street (County Road 407E), Lansing Street (County Road 500), and Little Lake Street (County Road 407A) for the Annual Kelpfest Parade on October 4th, 2025, for one hour from 11:30am to 12:30pm, sponsored by Flockworks, (Fort Bragg Area)

Honorable Board Members:

Flockworks (applicant) is organizing the Kelpfest Parade in the town of Mendocino on October 4th, 2025. The applicant is requesting to close traffic on sections of the following roads: Heeser Street (CR 407I), Main Street (CR 407E), Lansing Street (CR 500), and Little Lake Street (CR 407A) for hour long Kelpfest Parade.

Priority will be given to emergency vehicles, if needed. The applicant will be responsible for posting public notice four days in advance to notify the public of the closure. Relevant emergency and other services will be notified in advance of the closure.

The applicant has submitted a "Hold Harmless" statement and a copy of their certificate of liability insurance naming the County of Mendocino as additional insured.

Pursuant to the authority established in Section 942.5 and 942.6 of the California Streets and Highways Code, it is recommended the Board grant the applicant's request and authorize the Department of Transportation to issue the appropriate encroachment permit.

I will, of course, respond to any questions the Board may have.

Respectfully submitted,

HOWARD N. DASHIELL
Director of Transportation

cc: County Road 407I, 407E, 500, 407A