

BOS AGREEMENT # 18-011

#P17OA050
Operating Agreement

with

County of Mendocino

For

The Rehabilitation of The Carriage House

in

Mendocino Headlands State Park

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
PARTNERSHIPS OFFICE
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



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**Operating Agreement
With
County of Mendocino
for
The Rehabilitation of The Carriage House
in
Mendocino Headlands State Park**

This Operating Agreement (Agreement) between the State of California, Department of Parks and Recreation (Department) and the County of Mendocino (County), collectively the "Parties", is hereby entered into on the date by which it has been executed by all Parties (Effective Date) to facilitate the funding, design, permitting, planning, rehabilitation and operation of the Carriage House (Project) located at Mendocino Headlands State Park (Park Unit) near the Ford House Museum in the town of Mendocino, California.

Recitals

Whereas, Mendocino Headlands State Park is part of the State Park System under the jurisdiction of Department; and

Whereas, Pursuant to Public Resources Code (PRC) § 5080.30 et seq., Department may enter into an operating agreement with any city, county, district or other public agency, or any combination thereof, for the care, maintenance, administration and control by any party to the agreement, of lands under the jurisdiction of any party to the agreement for the purpose of the State Park System or units, or portion of a unit; and

Whereas, County desires to operate the Carriage House at Mendocino Headlands State Park or portions thereof for the enjoyment and benefit of the public; and

Whereas, Department recognizes the unique strengths that an operator can bring to the Park Unit in increasing community engagement. This critical role includes increasing visitation and opportunities for visitors and expanding the role of the Park Unit in the community; and

Whereas, The Carriage House, located southeast of the Ford House Museum and within Mendocino Headlands State Park and owned and maintained by Department has, in recent years, served as a storage building for grounds-keeping supplies; and

Whereas, The Parties agree that rehabilitation and operation of the Carriage House as a sheriff substation would benefit the public and Department as well as the County; and

Whereas, County has commissioned architectural plans for the Project and Department has applied for, and has been granted, all required permits for the Project; and

Whereas, County and Department would like to work together cooperatively to facilitate the funding, design, permitting, rehabilitation, maintenance, operation and occupancy of the Carriage House; and

Whereas, Department and County desire to enter into this Agreement to provide for County to operate the Carriage House at Mendocino Headlands State Park, or portions thereof, and to articulate the duties, obligations and rights of each of the Parties related to such operation so that all core operations of the Carriage House at Mendocino Headlands State Park are delineated between the Parties.

Now, Therefore, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. Premises

Department authorizes County to develop, operate and maintain the Carriage House at Mendocino Headlands State Park, or portions thereof as shown in **Exhibit A**, which is attached hereto and incorporated herein, hereafter referred to as "Premises". County agrees to accept Premises, including facilities covered by this Agreement, and take the same in their present condition "AS IS" with all faults, and agrees to maintain the same in a safe and tenable condition,

and, at any termination of this Agreement, to promptly return the Premises to Department in the same or better condition, reasonable wear and tear excepted. Department shall not be obligated to make any alterations, additions or betterments to the Premises except as otherwise provided for in this Agreement.

2. Term

The term of this Agreement shall be for a period of twenty (20) years and shall commence upon approval of the State of California, Department of General Services. Should County hold-over after the expiration of the term of this Agreement with the express or implied consent of Department, such holding-over shall be deemed to be a tenancy from month-to-month and subject to all the terms and conditions of this Agreement.

3. Use of Premises

A. County agrees to develop, operate, control, and maintain the Premises as a State Park with related Department managed concessions and/or other facilities accessible and subject to the use and enjoyment of the general public. Development and operation of the Premises shall be conducted in accordance with all applicable Department general planning principles, State Parks and Recreation Commission's policies and all federal, state, and local government statutes, laws, and regulations, including, but not limited to PRC §§ 5019.53 (state parks), 5019.56 (state recreation units), 5019.59 (historical units), 5019.62 (state seashores), 5019.65 (state reserves), 5019.68 (state wildernesses), 5019.71 (natural preserves), 5019.74 (cultural preserves) and Department's regulations related to the state park system.

B. Upon written permission of Department, County may improve the Premises by constructing and operating the Carriage House as a sheriff substation. These facilities shall not adversely affect the use and enjoyment of the Premises by the public. It shall be in Department's sole discretion to determine if such an adverse impact exists.

C. A new office will be created within the Carriage House. County is granted use of this office. Use will consist of all activities required by the County's Sheriff's Office except booking of prisoners, interrogating of prisoners or storage of large quantities of drugs or ammunition. Department and its cooperating association, Mendocino Area Parks Association, will retain use of the garage space for landscaping supplies and tool storage (**Exhibit B**).

D. County shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior written consent of the Department's District Superintendent or designee.

E. Security: County is responsible for the security of the office space within the Carriage House. Department is responsible for the security of the garage space.

F. Parking: During normal business hours (8am-6pm), there will be no parking permitted in front of the Carriage House or in the driveway. Parking is available along Main Street for this purpose.

4. Duties of County

A. Cultural Resources

1. County shall support and follow the resource management policy listed either in the Park Unit's General Development Plan, or absent a General Development Plan, in the Department Operations Manual (DOM), Chapter 0400 Cultural Resources.
2. All work and requests for external funding for the management of cultural resources shall be subject to oversight and approval of Department. County shall coordinate with Department for appropriate resource management projects with oversight and coordination provided by Department's cultural resources specialists.
3. The Premises contain significant and potentially significant cultural, archaeological and historical resources and sites, including listing on the National Register of Historic Places. The following provisions describe how County shall ensure these resources and sites are protected:
 - i. County shall consult with Department cultural resources specialists regarding historic preservation decisions and determining potential impacts via the California Environmental Quality Act (CEQA), PRC Section 5024 review process (as directed by State's Memorandum of Agreement with State Historic Preservation Office (SHPO) and Section 106 of the Code of Federal Regulations (CFR) 800.
 - ii. County shall seek to obtain funding to implement cultural resources management projects which have been coordinated with and prioritized by Department. Revenues generated at the parks by

County, in excess of what is needed to operate, maintain, repair and administer the parks, shall be devoted to cultural resources management projects.

- iii. County shall ensure its employees, volunteers and contractors adhere to the Public Resources Code 5024.5 which states "No state agency shall alter the original or significant features or fabric, or transfer, relocate, or demolish historical resources on the master list", and Department policy of protecting interior and exterior structural integrity of historic buildings in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. All proposed changes to buildings shall be subject to Department and CEQA review.
 - iv. Qualified researchers shall be allowed to access the collection and site in accordance with Access to Museum Collections, DOM 2010.11, with consent of Department and oversight by the County or Department staff.
4. County shall adhere to procedures in DOM 2000.

B. Natural Resources

- 1. County shall support and follow the resource management policy listed in the Park Unit's General Development Plan, or absent a General Development Plan, in the DOM, Chapter 0300.
- 2. When agreed upon by the Parties, County will partner with Department on appropriate resource management projects with oversight provided by Department.
- 3. County shall coordinate with Department for any wildfire management fuel modification activities at the Premises.

5. Duties of Department

A. Cultural Resources

- 1. Department shall prioritize and carryout responsibilities related to management and protection of cultural resources and has primary

- responsibility for stewardship of cultural resources within the state park system under the Public Resources Code and other applicable statutes.
2. The State's Department Historic Preservation Officer will review all work and requests for external funding for the management and restoration of cultural resources.
 3. All funding and management of contracts related to cultural resource management shall be reviewed by State's Department Historic Preservation Officer.
 4. When agreed upon by the Parties, County shall partner with Department on appropriate resource management projects with oversight provided by Department.
 5. Department will provide, and the County shall so utilize, Department cultural resources specialists (Cultural Resource Program staff, Museum Curator, District Cultural Resources Specialists, State Historian, and State Archaeologist) with an emphasis on maintaining integrity of the physical features of which the entire mission of the park is organized.
 6. Department shall not remove artifacts from the Premises unless such removal is temporary and for the purposes of conservation, repair or protection from fire or other natural disaster, or as agreed to by both Parties.
 7. Department will provide up to 16 hours per year of museum collections management orientation to County, Department staff and/or volunteers.

B. Planning and Compliance

1. Department is designated Lead and Trustee Agency as defined by CEQA. County shall submit complete project descriptions to the Department in Project Evaluation Forms (PEF) for processing and CEQA determination. Department shall process annually up to six (6) Project Evaluation Form(s) to the level of a Notice of Exemption (NOE). Any further CEQA review will be at the sole expense of County.
2. Department will provide training to County staff and volunteers about the project review process, which includes the writing of the PEF, Public

Resources Code (PRC) 5024 and PRC 5024.5 compliance and CEQA review.

C. Natural Resources

Department shall be responsible for prioritizing and carrying out responsibilities related to management and protection of natural resources and has primary responsibility for stewardship of natural resources within the state park system under the Public Resources Code and other applicable statutes.

All work and requests for external funding for the management and restoration of natural resources will be the responsibility of Department.

All funding and management of contracts related to natural resource management shall be the responsibility of Department.

When agreed upon by the Parties, County shall partner with Department on appropriate resource management projects with oversight provided by Department.

Department will work with County to develop Wildfire Management Plans as Department staff and funding are available. Department will approve proposed fuel modification zones, review and approve Cal Fire proposed fuel modification plans, and supply Right of Entry permits for neighbors to perform defensible space work in accordance with Department "Guidelines for the Protection of Structures from Wildland Fire" (March 2009) or more recently updated Department guidelines, if applicable.

6. Duties of the Parties

A. Facilities/Operation

Department and the County will discuss mutually agreed-upon roles and responsibilities for maintaining current facilities according to the General/Management Plan(s) and Classification of the unit. Department and the County will discuss plans (if any) for changes to existing facilities and/or potential new facilities as allowed.

B. Interpretation and Education Materials and Programs

Department and the County will work together to develop mutually agreed-upon roles and responsibilities to provide interpretive and educational programs and materials according to General/Management Plans or the classification of the unit.

C. Volunteers

Department and County will discuss providing mutual assistance in developing and/or strengthening a successful volunteer program to meet the needs of the state park unit according to the General/Management Plans or classification of the unit.

D. Public Safety and Enforcement

Department and the County will discuss mutually agreed-upon roles and responsibilities to provide public safety and enforcement.

E. Planning and Compliance

Department and the County will work together to draft an overview of mutually agreed-upon roles and responsibilities to assist the County to comply with mandated laws, regulations and Department policies.

F. Partnerships

Department realizes that in addition to the valued role of the County as a partner, they can offer other partnerships to assist in meeting our mutual mission and the obligations in this Agreement. Department and the County will discuss how the partnership can be expanded.

G. Communications

Department and the County will discuss the mutual benefit and importance of ongoing and positive communication.

1. County shall be responsible for operating Premises in a manner that protects its natural, historic and cultural resources.
2. County shall conduct all scientific, architectural and engineering functions that require special expertise or professional training by or under the supervision of qualified persons with applicable expertise or training and subject to oversight of Department.

3. Non-Interference: County agrees to provide access to Department employees, contractors or agents to allow Department to carry out its duties as stated herein and responsibilities as a landowner and manager.

7. Consideration

A. In consideration of the services to be performed by County pursuant to this Agreement, Department hereby authorizes the use of the Premises by County on a rent-free basis on the condition that County exerts a good faith effort in performing the terms and conditions of this Agreement. In the event that County fails to perform in good faith, the Premises shall revert back to Department, at Department's option, and Department shall have the right to pursue any other remedies available under this Agreement and/or otherwise available by law.

B. All revenues received from Premises by County shall be expended only for the care, maintenance, operation, administration, improvement or development of Premises. County may additionally contribute in-kind services and funds raised from outside entities for the care, maintenance, operation, administration, improvement or development of Premises.

County shall comply with PRC 5080.32 and use revenues derived from operations of the Premises only for the care, maintenance, operation, administration, improvement and development of the Carriage House at Mendocino Headlands State Park.

8. Construction and Completion of Improvements

A. Funding

1. County's Contribution: County has allocated and agrees to fund at its sole cost and expense all costs of the rehabilitation of the Carriage House.
2. Department's Contribution: Department agrees to provide CEQA analysis, historic review, plan review, all required permitting, photo documentation of existing Carriage House and removal of the existing structure.
3. Confirmation of Project Funding: Once the Parties agree that sufficient funds have been committed to complete the Project, the Parties shall confirm that fact in writing, which confirmation shall serve as notice to County to commence work on the Project.

B. Project Management and Invoicing

1. The Parties' Project Coordinators: County and Department shall hereby designate the employee set forth below as its respective Project Coordinator. The Project

Coordinator will be each Party's prime contact person. Notices and reports shall be sent to the respective Project Coordinators at the following addresses:

For the County:

Doug Anderson, Facilities Project Specialist II

Mendocino County Facilities

841 Low Gap Road

Ukiah, CA 95482

707-234-6068

andersond@co.mendocino.ca.us

For the Department:

Terry Bertels, Sonoma Mendocino District Superintendent

Department of Parks and Recreation

12301 North Highway 1, Box 1

Mendocino, CA 95460

707-937-2507

Terry.Bertels@parks.ca.gov

Copy to:

Partnerships Office

Department of Parks and Recreation

PO Box 942896

Sacramento, CA 94296

2. Scope of Work and Project Budget: County agrees to perform the services necessary to complete the Project in accordance with the Project Budget set forth in **Exhibit C**, which is attached hereto and incorporated herein, and the Bid, Plans and Specifications as set forth in **Exhibit D, Exhibit D, Attachment 1** and **Exhibit D, Attachment 2**, respectively, which is attached hereto and incorporated herein. County shall review and, if necessary, revise the Project Budget and the Plans on a quarterly basis. All revisions to the Project Budget and Plans shall be promptly forwarded to the Department's Project Coordinator.

Any changes to the Project Budget and Plans, except as provided herein, must be mutually agreed to in a formal written amendment approved by County and Department. Such approvals shall not be unreasonably withheld.

Department's approval of the work and plans shall be for the purpose of determining that such work conforms in scope and quality to Department's policies and standards and in no way relieve County or its contractors or subcontractors of the responsibility to perform and complete the work (1) in accordance with generally accepted industry standards, (2) faithfully adhering to the approved plans, specifications and drawings, and (3) in accordance with all applicable codes, laws, regulations or other requirements including California's State Historical Building Code. Permission to start construction will not be granted until all required permits and approvals have been secured.

3. County as Project Manager: County shall be the party to manage the Project through completion. County shall be responsible for entering into all professional service agreements, consultant agreements and any other supplemental agreements required for the planning, design, permitting and construction of the Project.
4. Review of Design and Working Drawings by Department:
 - i. County shall provide Department for its review and approval a Schematic Design for the rehabilitation.. Department shall not unreasonably withhold such approval. The objective of the Schematic Design is to clearly define the rehabilitation and should include a site plan, building floor plans, all building elevations, outline specifications and any additional detailed specifications necessary to describe project work, floor area usage, Critical Path Method (CPM) or Gantt-type chart construction schedule. If Department disapproves any element of the program statement, County shall promptly submit to Department all necessary modifications and revisions.
 - ii. *Design Development*: Upon Department's approval of County's Schematic Design, County shall submit the Design Development for Department's review and approval. The objective of the Design Development is to define and describe all the important aspects of the Project and should include

the necessary details of each element of the Schematic Design to adequately convey key conditions of major improvements. In addition, the Design Development should include Floor Plans, Schedules, Structural Requirements, Plumbing, Mechanical and Electrical Plans, Color Boards, Material and Systems Specifications and an updated construction schedule and Preliminary Statement of Probable Construction Cost. If Department disapproves any element of the Design Development, County shall promptly submit necessary modifications and revisions. County shall concurrently complete CEQA and other environmental documents.

- iii. *Working Drawings*: Upon Department's approval of County's Design Development, County shall submit Working Drawings for the Department's review and approval. Department shall not unreasonably withhold such approval. The objective of the Working Drawings is to set forth in detail the requirements for construction of the rehabilitation including bidding and contracting. At a minimum, the drawings should include all Design Development elements plus: complete documentation of quantities, qualities and relationship of all work required for the Project; documentation of decisions made in the Design Development phase; all documentation needed for obtaining regulatory and Department approvals; and construction schedule. If Department disapproves any drawings, plans or specifications, County shall promptly submit necessary modifications and revisions. No changes or alterations shall be made to the approved Working Drawings without prior written approval of Department.
5. Use of Consultants: County shall employ licensed Contractor(s) in the completion of all required construction work. Additionally, County shall utilize professional contractors and consultants, including architect(s) and engineer(s), acting in accordance with the latest American Institute of Architect's standards of practice to develop comprehensive construction plans, including schematic design plans, design development plans and working drawings, and to conduct independent inspections and monitoring of all construction. County agrees to select contractors and consultants who are licensed to practice in the state of California. In no event shall Department be deemed to have control of or be responsible for County's final

hiring decisions, the day-to-day management of the Project or administration of contracts with contractors or consultants.

6. Permits: Department shall obtain all permits, licenses and other approvals necessary for the construction and completion of the Project. Such permits may include, but are not limited to, those required by the Mendocino Historic Review Board, California Coastal Commission and the State Fire Marshal's Office. All plans must comply with the Americans with Disabilities Act of 1990 (ADA) and shall have the required certification.
- C. Termination by County: County may terminate this Agreement at any time prior to the commencement of construction should County determine that the completion of the Project is infeasible or impractical due to the inability to secure necessary regulatory approval, excessive cost, unreasonable delay or on any other basis that may be determined by the County in its sole discretion.
- D. Department Acceptance and Maintenance of Rehabilitated Carriage House: After the Project is complete, County shall provide Department with a Notice of Project Completion, substantially in the form of **Exhibit E**. From the date Department receives the Notice of Project Completion and continuing thereafter, Department shall accept, own, operate and maintain the rehabilitated Carriage House as Department property and County will operate a portion of the Carriage House as described above.
- E. Cooperation: The Parties agree to cooperate in the planning, permitting, design and construction of the Project.
- F. Rights of Entry; Access: Department shall grant County, its employees, agents, contractors and subcontractors the right to enter Mendocino Headlands State Park as necessary for the planning, permitting, design and construction of the Project. This access shall not unreasonably interfere with Department's programs and/or activities at Mendocino Headlands State Park. County shall coordinate its access to Department's property with Department, which access shall not be unreasonably withheld.

9. Maintenance

A. During the term of this Agreement and at County's own cost and expense, County shall maintain and operate the Premises, including equipment, personal property, and Alterations or improvements of any kind that may be erected, installed or placed thereon, in a clean, safe, wholesome and sanitary condition free of trash, garbage or obstructions of any kind. It is the responsibility of the County to vacuum and dust and provide general housekeeping and upkeep of the interior of the office space as needed. During the term of this Agreement, it shall be the County's responsibility to ensure that the Premises are maintained to the satisfaction of Department. Department is responsible for the maintenance of the building as well as the grounds-keeping around the building. Department staff will remove trash left in an exterior receptacle near the Carriage House. All construction, operation and maintenance shall be in accordance with all laws, codes, regulations, ordinances and generally accepted industry standards pertaining to such work. For historic structures, work shall be done in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the California Historic Buildings Code.

B. Should County fail, neglect or refuse to undertake and complete any required maintenance, Department shall have the right to perform such maintenance or repairs for County. In this event, County shall promptly reimburse Department for the cost thereof, provided, however, that Department shall first give County ten (10) days written notice of its intention to perform such maintenance or repairs. Department shall not be obligated to make any repairs to or maintain any improvement on the Premises. County hereby expressly waives the right to make repairs at the expense of Department and the benefit of Civil Code §§ 1941 and 1942 relating thereto, if there be any. Department has made no representations regarding the condition of the Premises, except as specifically set forth in this Agreement.

C. Department reserves the right to enter the Premises for inspection and work related to its care and maintenance during the term hereof, provided that Department shall give County reasonable written notice of its intention to do any of the work herein mentioned before such work is undertaken.

D. Department reserves the right to enter the Premises with no notice to County for appropriate response and/or action in the event of an emergency. However, Department is not obligated to enter the Premises or provide any response and/or action in the event of an emergency.

10. Concessions

County shall not grant concessions in or upon the Premises.

11. Taxes

County, by signing this Agreement, acknowledges that occupancy interest and rights to do business on Department property may create a possessory interest as that term is defined in Revenue and Taxation Code § 107.6, which possessory interest may subject an operator to liability for the payment of property taxes levied on such possessory interest. County shall pay all lawful taxes, assessments or charges that may be levied by the state, county, city or any tax or assessment levying body at any time upon any interest in or created by this Agreement, or any possessory right that County may have in or to the Premises covered hereby or the improvements thereon, by reason of County's use or occupancy thereof or otherwise, as well as all taxes, assessments and charges on goods, merchandise, fixtures, appliances, equipment and property owned by County in or about the Premises.

12. Records and Accounts

A. Recordkeeping: At all times during the term of this Agreement, County shall keep separate, true and complete books, records and accounts of all revenues received and all expenditures made by County in relation to events, special services and all other matters incident to the development, control, operation and maintenance of the Premises. The books, records and accounts applying to the operation of the Premises and kept by County shall be open for audit or inspection by Department at all reasonable times. All records shall be kept by County for a period of at least four (4) years. County shall be subject to Department's audit requirements and remedies as set forth herein.

B. Annual Revenue and Expenditure Report: County shall report said income and expenditures to Department in accordance with the Annual Revenue and Expenditure Report, which is attached hereto and incorporated herein as **Exhibit F**, or in a similar format acceptable to Department, on an annual basis, which annual report shall be submitted for the period commencing July 1st (or the start date of the Agreement for the first year of operation) and ending June 30th of each reporting year, and shall be filed with Department no later than the following September 30th. In addition, within forty-five (45) days of the expiration or termination of this Agreement, County shall submit to Department a statement of income and expenditures for the period of operation not previously reported, prepared as set forth above.

C. Attendance Report: County shall provide Department with a monthly attendance report to include a reasonable monthly estimate of the number of visitors and vehicles to Premises. Such monthly reports shall be submitted to Department by the 15th day of the following month.

13. Utilities and Services

County shall be responsible for all expenses resulting from utilities supplied to the Premises. County shall be responsible for maintenance of distribution systems and all related expenses within the Premises.

14. Insurance

A. Liability Insurance: At its sole expense, County agrees to maintain in force during the term of this Agreement comprehensive general liability insurance, insuring against claims for injuries to persons or property occurring in, upon or about Premises. The insurance shall have limits of not less than one million dollars (\$1,000,000) for injuries to person or persons; not less than one million dollars (\$1,000,000) for property damage; and said limits shall be per occurrence and shall be adjusted annually to reflect changes in the prior year's Consumer Price Index (CPI).

B. Motor Vehicle Liability Insurance: County shall maintain motor vehicle liability insurance with limits not less than one million dollars (\$1,000,000) combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by County, including but not limited to, County-owned, hired and non-owned motor vehicles.

C. Worker's Compensation and Employer's Liability Insurance: County shall maintain statutory worker's compensation and employer's liability insurance for all of County's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable. When work is performed on Department owned or controlled property, the workers' compensation policy shall contain a waiver of subrogation in favor of the Department. The waiver of subrogation endorsement shall be provided. Volunteers In Parks (VIP) Program volunteers and Department employees are covered under the Department's Worker Compensation Insurance and not subject to County's worker's compensation coverage requirements.

D. Fire Insurance: At its sole expense, County agrees to maintain fire insurance with extended coverage endorsements thereon on all improvements located on the Premises, whether

furnished by Department or constructed upon the Premises by County in an amount equal to the full replacement cost and/or value thereof. This policy shall contain a replacement cost endorsement naming County as the insured provided that if there is a lender on the security of improvements so insured, the proceeds of any such policy or policies may be made payable to such lender.

E. Each policy of liability insurance shall contain additional named insured endorsements in the name of the State of California, through its Department of Parks and Recreation, as to all insurable interests of Department including but not limited to, the Premises and all contents as follows:

1. State of California, its officers, employees and servants are included as additional insured but only insofar as operations and facilities under this Agreement are concerned.
2. The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to Department.

F. No cancellation provision in any insurance policy shall diminish the responsibility of the County to furnish continuous insurance throughout the term of the Agreement. Each policy shall be underwritten to the satisfaction of the Department. A signed Certificate of Insurance, with each endorsement required, shall be submitted to Department at the time this Agreement is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of any such policy, County shall submit to Department a signed and completed Certificate of Insurance, with all endorsements required by this section, showing, to the satisfaction of Department, that such insurance coverage has been renewed or extended. Within fifteen (15) days of Department's request, County shall furnish Department with a signed and complete copy of the required policy and/or evidence of self-insured.

G. Project Liability Insurance: County shall maintain, at its own cost and expense, the following liability insurance coverage over the course of the Project: (i) General Liability with limits of five million dollars (\$5,000,000) per occurrence, (ii) Automobile Liability with a combined single limit of one million dollars (\$1,000,000) per accident, (iii) Workers Compensation as required by law, and (iv) Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. County shall name Department as an additional insured with respect to the above Commercial General Liability insurance. County shall, concurrent with the execution of this Agreement or planning or constructing any work hereunder, shall provide Department with certificates or other such proof verifying the foregoing insurance coverages.

County shall maintain such standard form property insurance or equivalent coverage ("All Risk" coverage) equal to an amount of the full replacement cost of all of their respective improvements or personal property. County waives any rights of recovery against the Department for injury or loss due to hazards covered by their property insurance and Department shall require such insurance policies to contain a waiver of recovery against the Department.

County shall require that substantially similar insurance provisions be required in all construction contracts for work to be completed pursuant to this Agreement. Such insurance coverage shall name the Department as an additional insured.

15. Hold Harmless Agreement

A. County waives all claims and recourse against Department, its officers, employees and/or agents, including the right to contribution, for any and all loss, injury, death or damage to persons or property, caused by, arising out of, or in any way connected with or incident to the condition or use of the Premises, this Agreement or the rights or obligations herein granted or imposed, except those arising out of the sole active negligence or willful misconduct of Department, its officers, employees, and/or agents.

B. County shall protect, save, hold harmless, indemnify and defend Department, its officers, employees and/or agents from any and all liability, loss, damage, injury, death, claims, demands, expenses, costs and fees, including but not limited to, expert costs and attorney fees, that may be suffered or incurred by Department, its officers, employees and/or agents from any cause whatsoever, arising directly or indirectly out of or in any way connected with this Agreement, the exercise or performance of any of the rights or obligations herein granted or imposed, or the use, development, operation, management, control, condition, repair or maintenance of the Premises, including those arising from the alleged violations of any state or federal law, statute or regulation, including but not limited to, the Americans with Disabilities Act of 1990 Titles I, II, and III (ADA) except those arising out of the sole active negligence or willful misconduct of Department. County will further cause such indemnification and waiver of claims in favor of Department to be inserted in each contract that County executes for the provision of services in connection with the Premises and/or this Agreement.

C. In the event Department is named as a co-defendant in any legal action related to this Agreement and served with process of such legal action, Department shall immediately notify County of such fact and County shall represent Department in such legal action as provided

herein, unless Department undertakes to represent itself as co-defendant in such legal action, in which event Department shall bear its own litigation costs, expenses and attorney fees.

16. Eminent Domain Proceedings

If the Premises or any portion thereof is taken by proceedings in eminent domain, Department shall receive the entire award for such taking.

17. Force Majeure

If either party is prevented, hindered or delayed in performance or observance of any of its obligations under this Agreement by reason of any circumstances beyond its reasonable control, including but not limited to fire, flood, earthquake, extraordinary weather conditions not reasonably foreseeable by the party, acts of war, acts of terrorism, labor disputes, riots, civil disorders, rebellions or revolutions in any country, that party shall be excused from any further performance or observation of the obligations so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party affected by such an event shall advise the other party in reasonable detail of the event, including its estimated duration, as promptly as practicable and keep the other party reasonably apprised of progress in resolving the event.

18. Public Trust

Nothing in this Agreement shall be construed as Department's transferring, assigning or delegating any public trust responsibilities of Department, including but not limited to, those public trust responsibilities required by PRC § 5019.53 et seq.

19. Prohibitions Against Assigning, Subletting

This Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated or transferred by County without obtaining the prior written consent of Department.

20. Notices

Any notice and/or report required to be given or that may be given by either party to the other party shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

Department: State of California
Department of Parks and Recreation
Sonoma-Mendocino Coast District Office
12301 North Highway 1, Box 1
Mendocino, CA 95460

Copy to: State of California
Department of Parks and Recreation
Partnerships Office
Post Office Box 942896
Sacramento, California 94296-0001

County: Doug Anderson
Mendocino County Facilities
Facilities and Fleet Division
841 Low Gap Road
Ukiah, CA 95482

21. Defaults and Remedies

A. Any failure by a party to this Agreement to observe or perform a provision of this Agreement, where such failure continues for thirty (30) days after written notice of such failure, shall constitute a default and breach of this Agreement. However, if the nature of the default is such that it cannot be reasonably remedied within the 30-day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the 30-day period and thereafter diligently prosecuted to completion.

B. Upon an event of default by Department, County shall have the right to terminate this Agreement by providing thirty (30) days written notice to Department.

C. Upon an event of default by County, Department shall have the right to terminate this Agreement and obtain immediate possession of the Premises at any time by written notice to County. In such event, Department shall be entitled to all rights and remedies of law and/or in equity, including but not limited to, costs and expenses incurred by Department in recovering

possession of and/or restoring the Premises and compensation for all detriment proximately caused by County's failure to perform its obligations under this Agreement.

22. Termination

A. Notwithstanding the provisions of Section 21, Defaults and Remedies, either party may terminate this Agreement for any reason. The party who wishes to terminate the Agreement shall give written notice of its intention to the other party no later than one hundred eighty (180) days before the scheduled termination date. Such notice shall be given in writing and shall be effective on the date given in the notice as the scheduled date for the termination of the Agreement.

B. In the event that Department is the party choosing to terminate the Agreement, Department shall pay to County within ninety (90) days of the termination date a sum of money equal to the depreciated cost of the improvements installed or constructed upon the Premises by County with the following exceptions: (a) improvements erected with funds realized through income from the Premises, and (b) improvements the cost of which County has been paid or reimbursed by the Department through grants or other sources. It is expressly understood that the reimbursement provisions are not applicable where Department terminates this Agreement for any breach on the part of County. In the event of breach, bankruptcy, insolvency and/or abandonment by County, or termination of Agreement upon County's request, the reimbursement provisions shall not apply and shall not be considered an obligation of the Department.

C. Department may not commence termination proceedings until such time as the funds required for such termination and reimbursement have been obtained through appropriations by the Legislature and through the normal budgeting process of the State of California.

23. Surrender of the Premises; Holding Over

A. Surrender: On expiration or within thirty (30) days after earlier termination of this Agreement, County shall surrender the Premises to Department with all fixtures, improvements and Alterations in good condition, except for fixtures, improvements and Alterations that County is obligated to remove. County shall remove all of its personal property and shall perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing. If County fails to surrender the Premises to Department on the expiration, assignment or within thirty (30) days after earlier termination of the term as required by this

section, County shall hold the Department harmless for all damages resulting from County's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of this Agreement and if County remains in possession of the Premises with Department's express consent, such possession by County shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All provisions of this Agreement except those pertaining to the term shall apply to the temporary tenancy.

24. Real Property Acquisition

It is understood and agreed to by the Parties that all applications for real property rights, appurtenant to the Premises, shall be made in the name of and on behalf of Department and shall be subject to the prior written approval of Department.

25. Compliance with Laws, Rules, Regulations and Policies

County and its officers, agents, employees, contractors and subcontractors shall comply with all applicable laws, rules, regulations and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. County acknowledges and warrants that it is, or will make itself, through its responsible managers, knowledgeable of all pertinent laws, rules, ordinances, regulations or other requirements having the force of law affecting the operation of the Premises, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historical preservation, environmental compliance and building standards.

26. Non-discrimination

A. Pursuant to PRC § 5080.34, this Agreement and every contract on lands that are subject to this Agreement shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, religious creed, marital status, ancestry, national origin, medical condition, age (40 and above), and disability (mental and physical) including HIV and AIDS.

B. County shall comply with the provisions of the Fair Employment and Housing Act, Government Code § 12900 et seq., and the applicable regulations promulgated thereunder (CA Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f) are incorporated into this

agreement by reference and made a part hereof as if set forth in full (2 CCR's § 7285.0). County shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Operator/Co-Manager shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this Agreement.

C. In the event of violation of this section, Department will have the right to terminate this Agreement and any loss of revenue sustained by Department by reason thereof shall be borne and paid for by County.

27. Disability Access Laws

A. With regard to all operations and activities that are the responsibility of County under this Agreement, and without limiting County's responsibility under this Agreement for compliance with all laws, County shall be solely responsible for complying with the requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at § 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973 and all related regulations, guidelines and amendments to both laws.

B. With regard to facilities for which County is responsible for operation, maintenance, construction, restoration or renovation under this Agreement, County also shall be responsible for compliance with Government Code § 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code § 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at County's sole cost and expense. Written approval from Department is required prior to implementation of any construction activity to ensure plans to comply with accessibility requirements.

C. Notwithstanding Sub-Sections A and B, County is not responsible for barrier removal projects identified in the *Bonnie Tucker, et al. v. State of California, Department of Parks and Recreation*, United States District Court, Northern District of California Case Number C 98-04935 CRB (PJH), Consent Decree.

28. National Labor Relations Board Certification

By signing this Agreement, County does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against County within the 2 year period immediately preceding the date of this Agreement

because of County's failure to comply with a federal court order that County shall comply with pursuant to an order of the National Labor Relations Board.

29. Hazardous Substances

A. On the Premises, County shall not: (1) keep, store or sell any goods, merchandise or materials that are in any way explosive or hazardous; (2) carry on any offensive or dangerous trade, business or occupation; (3) use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way; or (4) do anything other than is provided for in this Agreement.

B. Nothing in this section shall preclude County from bringing, keeping or using on or about said Premises such materials, supplies, equipment and machinery as is appropriate or customary in the care, maintenance, administration and control of parklands. Gasoline, oils and all other materials considered under law or otherwise to be hazardous to health and safety shall be stored, handled and dispensed as required by law.

C. County shall comply with all laws, federal, state or local, existing during the term of this Agreement pertaining to the use, storage, transportation and disposal of any hazardous substance, as that term is defined in such applicable law. In the event Department or any of its affiliates, successors, principals, employees or agents should incur any liability, cost or expense, including attorney fees and costs, as a result of County's illegal use, storage, transportation or disposal of any hazardous substance, including any petroleum derivative, County shall protect, indemnify, defend and hold harmless any of these individuals against such liability. Where County is found to be in breach of this provision due to the issuance of a government order directing County to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by County or any person acting under County's direct control or authority, County shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by Department in connection with or in response to such government order.

D. Notwithstanding the foregoing, in the event a government order is issued naming County, or County incurs any liability during or after the term of the Agreement in connection with contamination that preexisted County's obligations and occupancy under this Agreement, or prior agreements or that were not directly caused by County, Department shall be solely responsible as between County and Department for all expenses and efforts in connection therewith, and

Department shall reimburse County for all reasonable expenses actually incurred by County therewith.

E. All pest control activities, chemical and non-chemical, shall be approved by Department prior to action by County. County or the pest control business acting on behalf of County shall submit a Pest Control Recommendation (DPR 191) or equivalent to Department for approval. Department shall approve or deny the request within fourteen (14) days of receipt of such request. Department review and approval shall be solely for compliance with Department policies and in no way shall relieve County or its contractors, employees, agents or representatives from compliance with all laws and regulations concerning such activities or from carrying out the work in a workmanlike manner.

County or the pest control business acting on behalf of County shall submit a report of completed work for each pest management action to Department no later than seven (7) days after performance of the work. The report may be submitted on a Pest Control Recommendation (DPR 191) or equivalent.

30. Signs and Advertising

No commercial signs, logos, names, placards or advertising matter shall be inscribed, painted or affixed upon Premises without prior written approval of Department. Approval will be granted only when said signs or advertising is consistent with the purposes of this Agreement.

31. Photography

Department may grant permits to persons or corporations engaged in the production of still and motion pictures and related activities for the use of the Premises for such purposes when such permission shall not interfere with the primary purpose of park operations. Permits authorized by Department shall not be deemed to be a competitive activity with regard to County's rights to possession and operation under this Agreement.

32. Intellectual Property Rights

A. Clarify Ownership of Pre-existing Intellectual Property Rights: Other than as specifically identified and authorized in this Agreement, no names, logos, trademarks or copyrighted materials belonging to and/or associated with Department shall be used, circulated or

published without the express written consent of Department. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in County any rights of ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of the Agreement.

Any trademarks and/or copyrights belonging to County prior to the commencement of the Agreement shall remain in County's sole ownership upon termination of the Agreement.

During the course of this relationship, County shall use the name County of Mendocino. Any additional and/or different names may be used only upon written agreement of Department.

B. Ownership of New Logos and Trademarks Developed During Agreement:

Any names, logos and/or trademarks developed during and/or pursuant to this Agreement that in any way associate with, identify or implicate an affiliation with Department and/or are funded by Department shall be approved in writing by Department, shall belong to Department upon creation, subject to express written agreement otherwise, and shall continue in Department's exclusive ownership upon termination of the Agreement. Further, all good will and other rights in said marks shall inure to the benefit of the Department as the mark owner.

C. Ownership of new Copyrights and Intellectual Property Rights Developed by County for Department. Absent a Separate Written Agreement: All copyrighted materials developed and created by County for Department during the term of this Agreement shall be deemed to be "works for hire" under the United States Copyright Act 17 USC § 101 et seq. and shall, unless otherwise agreed to in writing, belong to Department upon creation, and continue in Department's exclusive ownership upon termination of this Agreement. Unless otherwise agreed to in writing, County intends and agrees to assign to Department all rights, title and interest in and all works created pursuant to this Agreement as well as all related intellectual property rights.

County agrees to cooperate with Department and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

D. County Rights in Separately Created Works: Any copyrighted materials and/or trademarks developed and created by County separate and apart from this Agreement shall belong to County and shall continue in County's exclusive ownership upon termination of this Agreement. In the event that any trademarks and/or copyrights are created by County during the term of this Agreement and same are proposed for use in connection with County's performance

under the Agreement, County shall promptly notify Department in writing of its intention to retain ownership in the specific trademarks and/or copyrights.

E. Intellectual Property Rights Governing Construction Projects and/or County Deliverables: As stated above, any works developed by County pursuant to this Agreement, including all related copyrights and other proprietary rights therein, shall be deemed to be "works for hire" under the United States Copyright Act, 17 USC § 101 et seq., and shall belong to Department upon creation, and continue in Department's exclusive ownership upon termination of this Agreement. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, images, interpretive panels and other works developed in the performance of this Agreement. Upon request, County shall deliver to Department the disk or tape that contains the design files of any work that is performed with the assistance of Computer Aided Design and Drafting Technology and shall specify the supplier of the software and hardware necessary to use said design files. County intends and agrees to assign to Department all rights, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

County warrants that it is the sole exclusive owner and has the full right, power and authority over all tangible and intangible property deliverable to Department in connection with this Agreement, and that title to such materials conveyed to Department shall be delivered free and clear of all claims, liens, charges, judgments, settlements, encumbrances or security interests.

County agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or Intellectual Property Rights of third parties without (1) obtaining Department's prior written permission and (2) granting to or obtaining for Department a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display, and distribute, for any purpose whatsoever, any such prior works.

County further warrants that all deliverables do not infringe or violate any patent, copyright, trademark, trade secret or any other intellectual property rights of any person, entity or organization. County agrees to execute any documents reasonably requested by Department in connection with securing Department's registration of patent and/or copyrights or any other statutory protection in such work product including an assignment of copyright in all deliverables. County further agrees to incorporate these provisions into all of its contracts with architects, engineers and other consultants or contractors.

County, at its sole expense, shall hold harmless, protect, defend and indemnify Department against any infringement action and/or dispute brought by a third party in connection with any deliverable hereunder. County shall pay all costs, expenses, losses, damages, judgments and claims including reasonable attorney fees, expert witness fees and other costs.

33. Grant of Department's Trademark License

Department hereby grants County, and County hereby accepts a non-exclusive, non-assignable license to use the State Park Logo (sometimes referred to as the "Trademark" or "Mark") created and owned by Department, in accordance with the terms and conditions of the License/Permission for Use of Trademarks which is attached hereto as **Exhibit G** and is incorporated herein by this reference. After signature by both County and Department, this license shall authorize the use of the Trademark and associated goodwill in connection with this Agreement only.

A record of each authorized use by County of the Trademark shall be maintained by County and by Department.

County and Department will use the Department name, Trademark and brand consistent with the State Parks License/Permission for Use of Trademark, which is attached hereto as **Exhibit G, Attachment 1** and incorporated here by reference, and the State Park Brand Standards Handbook available at

<https://www.parks.ca.gov/pages/735/files/brandhandbookjanuary2007.pdf> .

The Department name, Trademark and brand will not be used on County social media pages.

34. Participation in Department Marketing Programs

County acknowledges that Department has an established advertising and marketing program designed to promote additional revenue for Department and to deliver a consistent and positive image of Department to the public. County agrees to cooperate in this program in the manner described below without compensation from Department for such cooperation:

- A. County agrees to honor all statewide graphic standards, licensing and merchandising agreements entered into with corporate sponsors of Department.
- B. County agrees to place on the Premises any advertising or marketing that Department approves under this program. Any advertising or marketing approved by Department under this program will be placed at Department's expense.

C. County agrees to rent or sell, along with all other items of merchandise that are part of County's normal and customary inventory, any item of merchandise that Department approves under this program, provided that County is authorized to sell or rent it under the terms of the Agreement and County receives reasonable compensation for its sale.

35. Donor Recognition

County agrees that any recognition for donations made related to operation or maintenance of the Premises shall be made in accordance with Department's Donor and Sponsorship Recognition Guidelines.

36. Child Support Compliance Act

A. County recognizes the importance of child and family support relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders as obligations and shall fully comply with all applicable state and federal laws provided in Family Code § 5200 et seq.

B. To the best of its knowledge, County is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

37. No Third Party Beneficiaries

This Agreement is not intended to and does not create any third party rights and in no event shall be relied on by any party other than County and Department.

38. Disputes

County shall continue with any and all responsibilities under this Agreement during any dispute.

39. Limitation

Except as specified in this Agreement, nothing in this Agreement shall be construed as giving either the Department or the County the right or ability to bind the other or create any joint liability as regards the activities under this Agreement.

40. Section Titles

The section titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

41. Agreement in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party. In the event that any signature is delivered by email delivery of a pdf format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such pdf signature page were an original thereof.

42. Inspection

Department or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine compliance with the provisions of this Agreement.

43. Successors in Interest

Unless otherwise provided in this Agreement, the terms, covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of all the Parties hereto, all of who shall be jointly and severally liable hereunder.

44. Partial Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

45. Time of Essence

Time shall be of the essence in the performance of this Agreement and in the performance of the activities contemplated by this Agreement.

46. Complete Agreement

This Agreement contains the complete Agreement of Department and County with regards to the Project and there are no other agreements, oral or written, except as are included within the terms of this Agreement.

47. Severability

Should any provision of this Agreement be found to be void or unenforceable, it shall be severable from the rest of the Agreement and the remaining terms shall be enforced as if the unenforceable term had not existed.

48. Mutual Drafting

This Agreement shall be deemed to have been drafted by both Parties, with each having equal say and status. In no event shall any term be interpreted more favorably as to one party or the other.

49. Authority to Execute

Each party warrants that it has the authority to execute this Agreement.

50. Recitals/Exhibits/Attachments

The above recitals and all attached exhibits and attachments are incorporated herein by this reference.

51. No Assignment of Rights

No rights which the Department or the County has under this Agreement may be assigned to any other person, persons, corporation or entity without prior written approval of the other party. Any such transfer or assignment made in violation of this section shall be void.

52. Privileges and Immunities

Notwithstanding anything to the contrary in this Agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances and rules, or any pension, relief, disability, worker's compensation and/or other benefits which apply to the activity of officers, agents or employees of either party.

53. Project Records and Documents

Each party, upon request, will permit the other party to examine or audit all Project-related records and documents during or following the completion of the Project. Each party will maintain all such records and documents for at least three (3) years following completion of the Project.

54. Choice of Law

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, USA, without reference to any conflicts of law provisions.

55. Duration of Public Facilities

By entering into this Agreement, Department makes no stipulation as to the type, size, location or duration of public facilities to be maintained at this unit, or the continuation of Department's ownership thereof, nor does Department guarantee the accuracy of any financial or other factual representation that may be made regarding the Premises.

56. Waiver of Rights, Claims and Agreement Terms

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of Department to re-enter the Premises or to exercise any right, power, privilege or option arising from any breach, shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to County shall be required to restore or revive time as of the essence after the waiver by Department of any breach. No option, right, power, remedy or privilege of Department shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to Department by this Agreement shall be deemed cumulative.

57. Interpretation of Agreement

This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

58. Independent Contractor

In the performance of this Agreement, County and its officers, agents and employees shall act in an independent capacity and not as officers or employees or agents of Department.

59. Modifications and Approval of Agreement

This Agreement contains and embraces the entire Agreement between the Parties hereto and neither it nor any part of it may be changed, altered, modified, limited or extended orally or by any agreement between the Parties unless such agreement be expressed in writing, signed and acknowledged by Department and County or their successors in interest.

60. State District Superintendent

For the purposes of this Agreement, the District Superintendent is the Department's representative responsible for the Premises. The District Superintendent is charged with the day-to-day administration of this Agreement and is the County's initial contact with the Department for information, contract performance and other issues that may arise. The District Superintendent may delegate these responsibilities to a Sector or Park Superintendent or other individual. The District Superintendent is not authorized to make amendments or other modifications to this Agreement. Only the Director of the Department of Parks and Recreation is authorized to make amendments or other modifications to this Agreement. Amendments and other modifications are subject to review and approval of agencies having regulatory oversight.

61. Volunteers**Volunteers outside the Volunteers in Parks Program**

County may recruit and utilize volunteers outside the VIP Program to perform various tasks and duties to ensure the continued operation and maintenance of the Premises.

County shall obtain and maintain liability coverage with limits of not less than one million dollars (\$1,000,000) to cover volunteers not in the VIP Program for personal injury, accidents and property damage occurring during the course of the volunteer assignment. County shall have volunteers not in the VIP Program sign a Waiver and Release of Claims agreement whereby the volunteer releases and discharges, agrees to indemnify and hold harmless, the State of California, the Department of Parks and Recreation and their agents, employees and representatives from all claims, demands, actions or judgments arising from volunteer activity outside the VIP Program.


Volunteers of other organizations who are not under the Department's VIP Program will not be allowed to wear the Department logo patch or count hours earned at Mendocino Headlands State Park toward VIP Program benefits.

IN WITNESS WHEREOF, the Parties have executed this Agreement and shall be effective once approved by State and control agencies as applicable.

County of Mendocino**State of California****Department of Parks and Recreation**

By: 
 Title: DAN HAMBURG, CHAIR
BOARD OF SUPERVISORS

Date: FEB 09 2018

By: 
 Title: Chief Deputy Director

Date: 1.31.18

APPROVED:

DEPARTMENT OF GENERAL SERVICES: _____

COUNTY COUNSEL REVIEW:
APPROVAL RECOMMENDED


KATHARINE L. ELLIOTT
 COUNTY COUNSEL

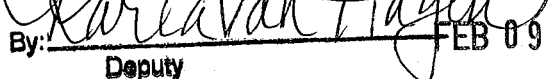
DEPARTMENT FISCAL REVIEW:


DEPARTMENT HEAD

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:

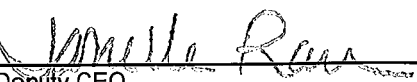
CARMEL J ANGELO Clerk of the Board
 of Supervisors of the County of
 Mendocino, State of California

By:  **FEB 09 2018**
 Deputy

INSURANCE REVIEW:

BY: 
RISK MANAGEMENT

EXECUTIVE OFFICE/FISCAL REVIEW:
APPROVAL RECOMMENDED

By: 
 Deputy CEO

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

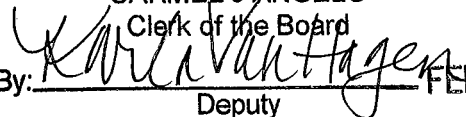
CARMEL J ANGELO
 Clerk of the Board
 By:  **FEB 09 2018**
 Deputy

EXHIBIT A – PREMISES



EXHIBIT B- FLOOR PLAN

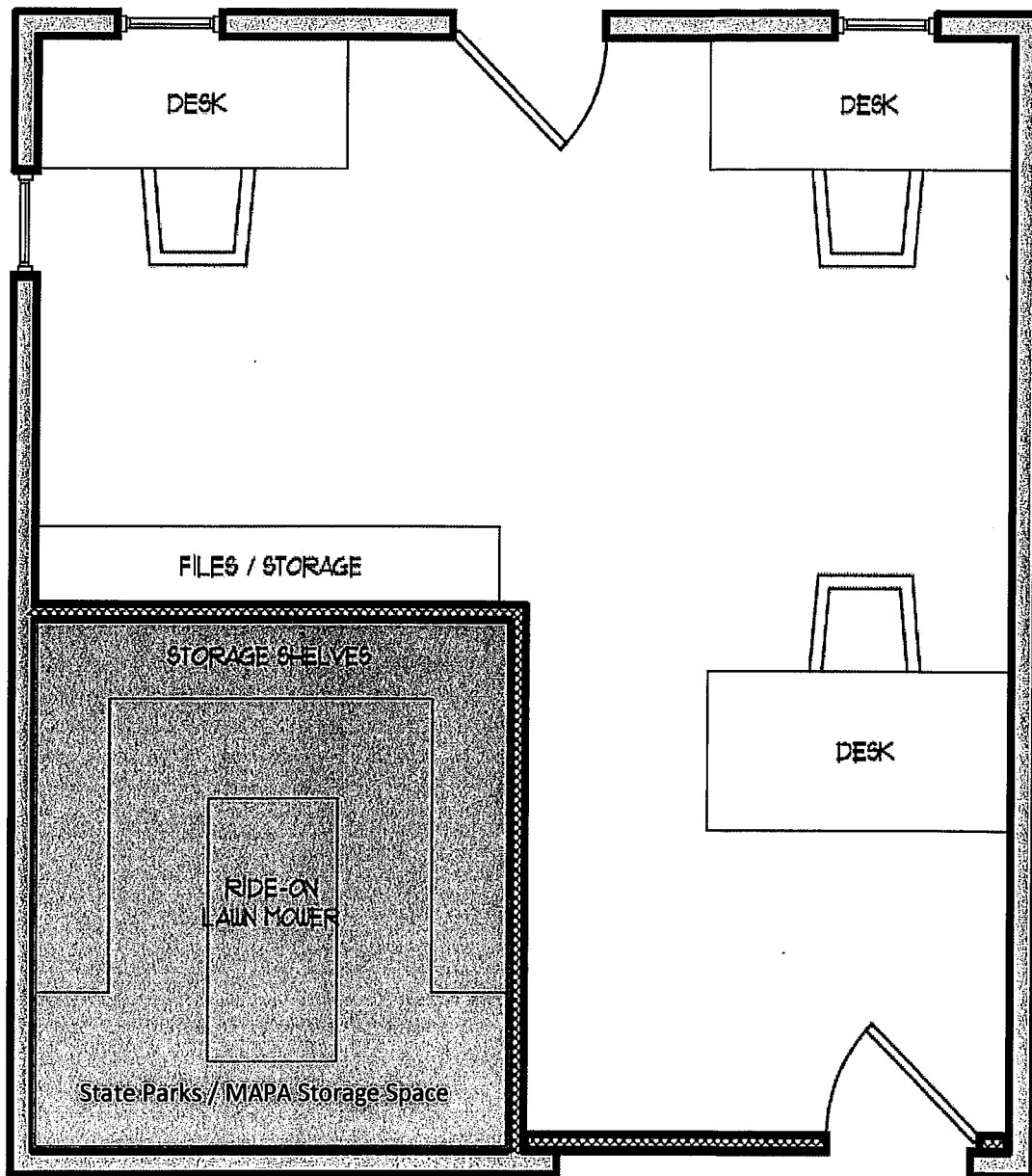


EXHIBIT C- PROJECT BUDGET

EXPENDITURES TO DATE				
Project Description:	Mendocino Sheriff Sub-Station: Renovate Structure	Project #:	C1734	
Department:	Sheriff	Dept. Reimb:	JPA	
Formal-Informal-Workforce:	Formal	Original Budgeted Amt:	\$ 125,000.00	
Start Date:	1/2/2018	Completion Date:	1-Jul-18	
Contract(s) #:	See Below	PRF#:	18015	
Cost Est/Auth Form Approved Date: <i>10/18/17</i>		Building #:	California DPR	
COUNTY COST - FEES				
Description	Department	Date	TOTAL AMOUNT	Notes
Use permit/Costal Development Permit	Planning & Building	6/17/2016	\$ 4,402.00	
Building Permit & Inspection Fees	Planning & Building		\$ -	Pending costs
Total County Costs/Fees			\$ 4,402.00	
CONTRACTOR LABOR				
Description	Contractor	Bid/Date	TOTAL	Contract #
Architectural Services - Design	Schlosser Newberger	6/20/2016	\$ 24,888.00	EO 16-57
Architectural Services - Bid & Construction	Schlosser Newberger	9/22/2017	\$ 9,000.00	PA 18-34
Construction Contract	Swithenbank Construction	8/24/2017	\$ 245,768.90	Pending Award
Lead & Asbestos Investigation Report	Air & Water Sciences	6/28/2017	\$ 1,641.66	Invoice 2770
TOTAL CONTRACTOR LABOR:			\$ 281,298.56	
MATERIALS				
Vendor	Invoice #	Date Paid	TOTAL AMOUNT	Item(s) Bought
Blueprints & Copies	53116	8/9/2017	\$ 75.86	Printing Plans
Sonoma State University	18832	7/14/2017	\$ 75.00	Archaeological
TOTAL MATERIALS:			\$ 150.86	
EQUIPMENT				
Vendor	Invoice #	Date Paid	TOTAL AMOUNT	Notes
TOTAL EQUIPMENT:			\$	
TOTAL PROJECT COSTS:			\$ 285,851.42	
REVENUE RECEIVED				
Department	Journal Entry #	J.E. Date	TOTAL	Notes
TOTAL REVENUE RECEIVED:			\$	

THIS AGREEMENT, made on the _____ day of _____ in the year 2017, between the County of Mendocino, hereinafter called COUNTY, and Swithenbank Construction, Inc., hereinafter called CONTRACTOR.

COUNTY and CONTRACTOR, for the consideration described below named, agree as follows:

FIRST: CONTRACTOR shall furnish all labor, materials, equipment, mechanical workmanship, transportation, and services for the installation and completion of the Mendocino Sheriff's Substation at the Ford House Carriage House Project, in accordance with the contract documents, including the Addenda thereto, all as adopted by COUNTY.

SECOND: The work under this contract described below shall be completed within One hundred eighty (180) days from the date of the "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. Invitation to Bid
2. Instructions to Bidders
3. Agreement
4. Contractor's Guarantee
5. Close-Out Items including all Warranties
7. Coordination
8. Mock-Ups
9. Construction Temporary Facilities
10. Maintenance Materials
11. Drawings & Specifications
12. General and Technical Conditions of the Specifications
13. All modifications thereof incorporated before execution of the Contract

FOURTH: COUNTY shall pay to CONTRACTOR, if CONTRACTOR is successful bidder, as full consideration for the faithful performance of the Contract the sum of:

Two hundred forty-five thousand six hundred seventy-eight Dollars (\$ 245,678.00).

This sum constitutes the bid for the following project components (referenced hereunder to specifications section). This sum includes the following alternate bids:

Base bid only, No Alternates

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, the parties hereto have executed this Agreement as of the day and year first above written. EXHIBIT D - LUMP SUM BID
Mendocino Headlands SP Operating Agreement #P17OA050

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

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:

CARMEL J. ANGELO, 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.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

INSURANCE REVIEW:

RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

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: _____

PROJECT DESCRIPTION

[illegible]

DRAWING INDEX

CODE ANALYSIS

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REMODELED CARPENTRY MOBILE	440 SQ. FT.
TOTAL GARAGE SQ. FT.	440 SQ. FT.

COGNATE GROUP: 000	DATE: 01-21-41
COMBINATION TYPE: V-6	OPEN SPACE
ZONES:	15 AREAS
PARCELS, SIZE:	
NATURE OF STORES:	12-0
BUILDING HEIGHT:	446 SQ. FT.
LOT AREA ACRES:	446 SQ. FT.
ACCIDENTS:	NOT REPORTED
ACCIDENTS THIS YEAR:	0
SPRINKLING:	NOT REPORTED
FIRE ALARM TYPE:	WYAT
OTHER FIRE SYSTEMS:	NONE
OCCUPANT LOAD:	
YEAR BUILT:	CHICKEN
TYPE HAZARD:	TYPE HAZARD ZONE
SHIP FILE NO:	01-21-41-01

[illegible]

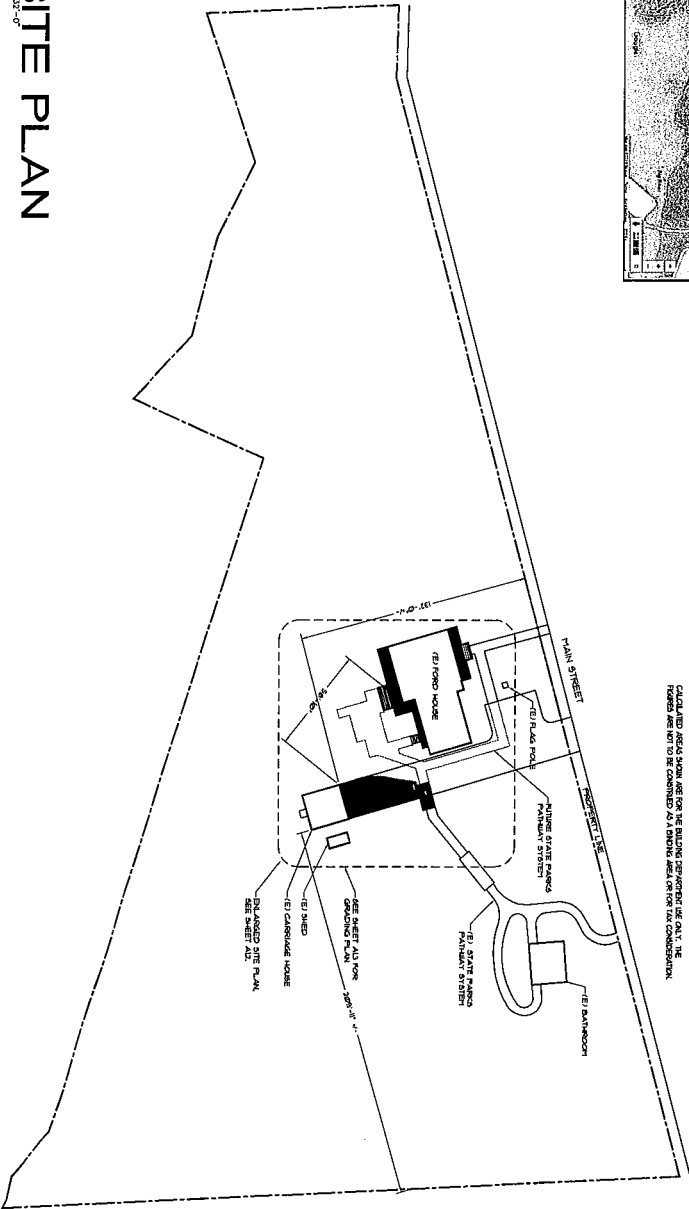
APRIL 1985

[illegible]

FIGURES ARE NOT TO BE CONSTRUED AS A BIDDING AREA OR FOR TAX CONSIDERATION



SITE PLAN

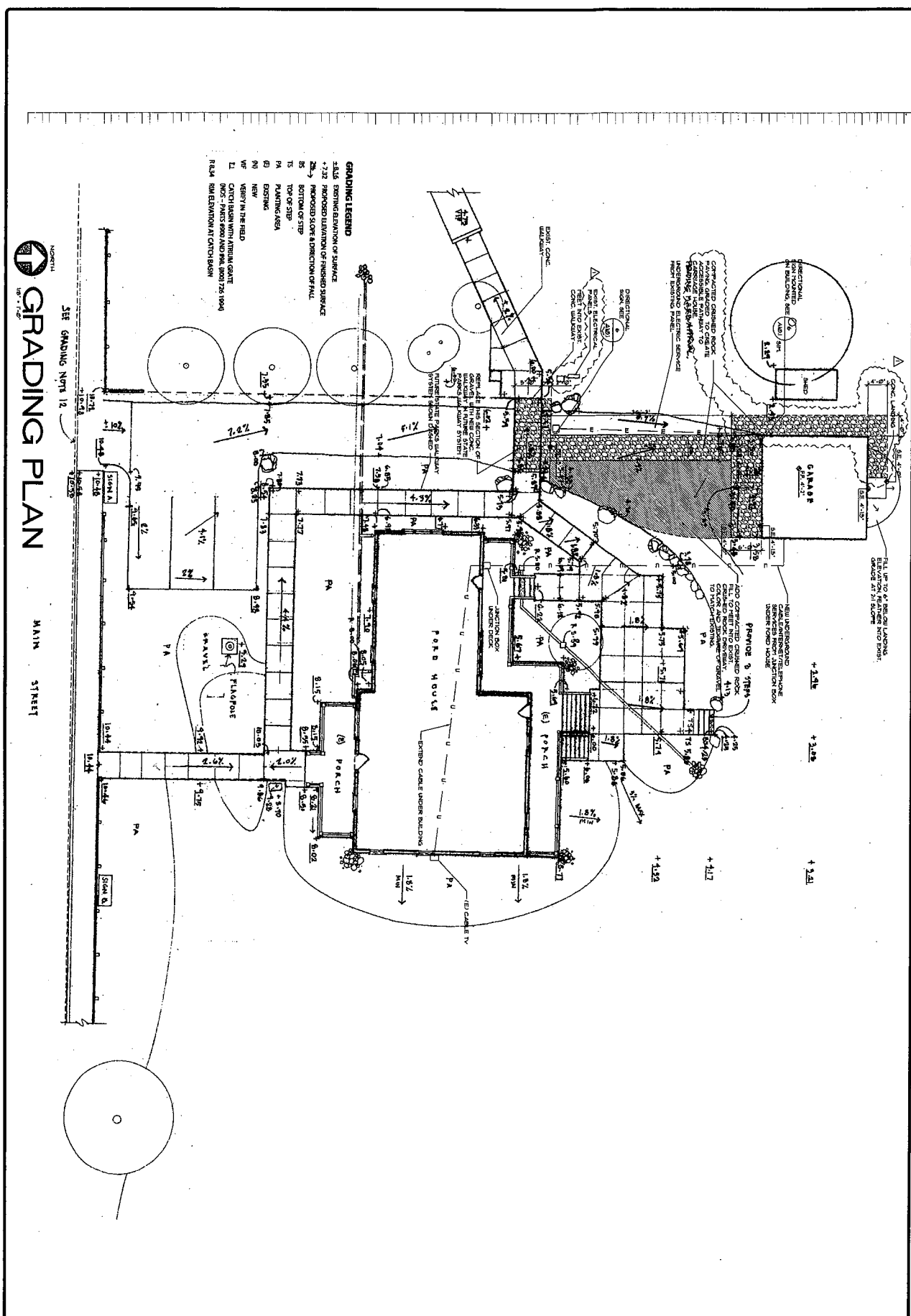


TITLE SHEET
AND
SITE PLAN

SHERIFF'S SUBSTATION REMODEL AT:
FORD CARRIAGE HOUSE
45035 MAIN STREET
MENDOCINO, CALIFORNIA 95460



SCHLOSSER, NEWBERGER ARCHITECTS
 ROBERT SCHLOSSER and TODD NEWBERGER
 425 NORTH MAIN STREET FORT BRAGG, CA 95507
 Phone (707) 861-0871 Fax (707) 861-0892



GENERAL NOTES

QUALITY ASSURANCE

- [illegible]

CASECENTRAL (CONT'D)

THE FOLLOWING GRADUATES WERE NOTED OTHERWISE:

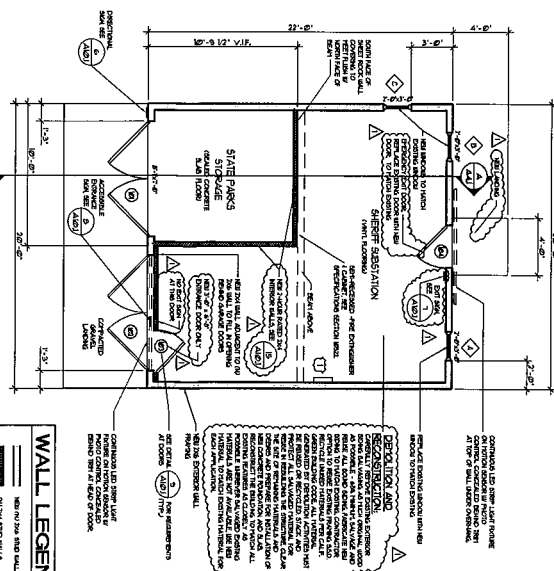
1. **GENERAL INFORMATION**
 - a. **NAME:** _____
 - b. **DATE:** _____
 - c. **TIME:** _____
 - d. **LOCATION:** _____
 - e. **WEATHER:** _____
 - f. **MOON:** _____
 - g. **STAR:** _____
 - h. **PLANET:** _____
 - i. **COMET:** _____
 - j. **NEBULA:** _____
 - k. **CLUSTER:** _____
 - l. **SHOCK:** _____
 - m. **WAVE:** _____
 - n. **FIELD:** _____
 - o. **LINE:** _____
 - p. **POINT:** _____
 - q. **PLANE:** _____
 - r. **VOLUME:** _____
 - s. **MASS:** _____
 - t. **FORCE:** _____
 - u. **MOMENTUM:** _____
 - v. **ENERGY:** _____
 - w. **POWER:** _____
 - x. **FLUX:** _____
 - y. **INTENSITY:** _____
 - z. **BRIGHTNESS:** _____
 2. **OBJECT IDENTIFICATION AND DESCRIPTION**
 - a. **NAME:** _____
 - b. **DATE:** _____
 - c. **TIME:** _____
 - d. **LOCATION:** _____
 - e. **WEATHER:** _____
 - f. **MOON:** _____
 - g. **STAR:** _____
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 - i. **COMET:** _____
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 - v. **ENERGY:** _____
 - w. **POWER:** _____
 - x. **FLUX:** _____
 - y. **INTENSITY:** _____
 - z. **BRIGHTNESS:** _____
 3. **PHYSICAL PROPERTIES**
 - a. **NAME:** _____
 - b. **DATE:** _____
 - c. **TIME:** _____
 - d. **LOCATION:** _____
 - e. **WEATHER:** _____
 - f. **MOON:** _____
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 - h. **PLANET:** _____
 - i. **COMET:** _____
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 - w. **POWER:** _____
 - x. **FLUX:** _____
 - y. **INTENSITY:** _____
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 4. **CHEMICAL COMPOSITION**
 - a. **NAME:** _____
 - b. **DATE:** _____
 - c. **TIME:** _____
 - d. **LOCATION:** _____
 - e. **WEATHER:** _____
 - f. **MOON:** _____
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 - w. **POWER:** _____
 - x. **FLUX:** _____
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 5. **DYNAMICAL PROPERTIES**
 - a. **NAME:** _____
 - b. **DATE:** _____
 - c. **TIME:** _____
 - d. **LOCATION:** _____
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 6. **TEMPORAL PROPERTIES**
 - a. **NAME:** _____
 - b. **DATE:** _____
 - c. **TIME:** _____
 - d. **LOCATION:** _____
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 - v. **ENERGY:** _____
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 - x. **FLUX:** _____
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 7. **SPATIAL PROPERTIES**
 - a. **NAME:** _____
 - b. **DATE:** _____
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 8. **PHYSICAL PROPERTIES**
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 9. **CHEMICAL COMPOSITION**
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 - w. **POWER:** _____
 - x. **FLUX:** _____
 - y. **INTENSITY:** _____
 - z. **BRIGHTNESS:** _____
 10. **DYNAMICAL PROPERTIES**

FIRE PROTECTION

OFFICE COVERED WITH 4" TYPE 3 ALUMINUM BOARDS ON THE RAFTER SIDE UP TO THE ROOF SHEATHING.

- [illegible]

FLOOR PLAN



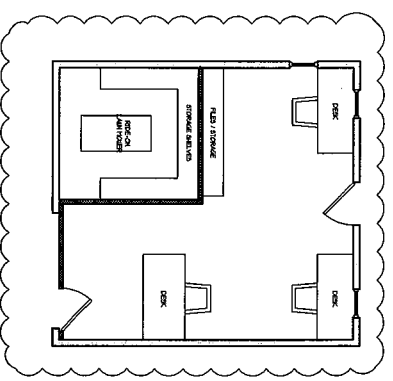
WALL LEGEND

- ☐ YES (N) 304 STD WALLS
- ☐ NO 304 STD WALLS
- ☐ PARTIAL HEAVY STD WALL
- ☐ DOING (E) 306 STD WALLS
- ☐ (E) 304 STD WALLS
- ☐ (E) STD WALLS TO BE REMOVED

SYMBOLS

-

FURNITURE PLAN



WEST

EXTERIOR ELEVATIONS

NORTH

EAST

SOUTH

DOORS

NO.	NO. & SIZE	TYPE	DOOR FINISH	FRAME	FRAME FINISH	LATCH OR LOCKSET	HINGES OR PINES	NOTES
1	6' 0" x 8' 0"	WOOD FRAME DOOR WITH GLASS INSERT	WOOD	WOOD	WOOD	WOOD	WOOD	
2	6' 0" x 8' 0"	WOOD FRAME DOOR WITH GLASS INSERT	WOOD	WOOD	WOOD	WOOD	WOOD	

WINDOWS

NO.	NO. & SIZE	TYPE	GLAZING	FRAME	FRAME FINISH	HARDWARE	NOTES
1	6' 0" x 8' 0"	WOOD FRAME WINDOW	WOOD	WOOD	WOOD	WOOD	
2	6' 0" x 8' 0"	WOOD FRAME WINDOW	WOOD	WOOD	WOOD	WOOD	

ELECTRICAL APPLIANCE

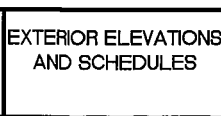
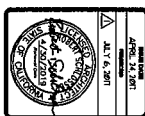
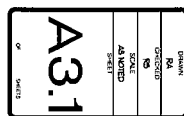
NO.	TYPE	MANUFACTURER / MODEL NO.	DIMENSIONS	COLOR	FAUCET / VALVES	OTHER FITTINGS	NOTES
1	ELECTRIC WALL HEATER	WATSON / WATSON	24" x 36" x 6"	WHITE	WOOD	WOOD	

SCHEDULES

NOTE: ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

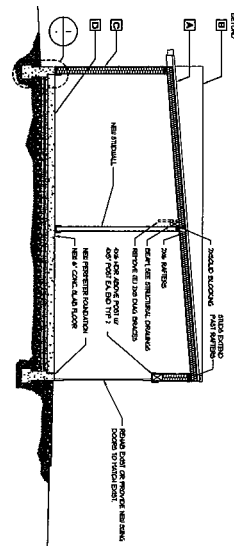
NOTE: ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

NOTE: ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

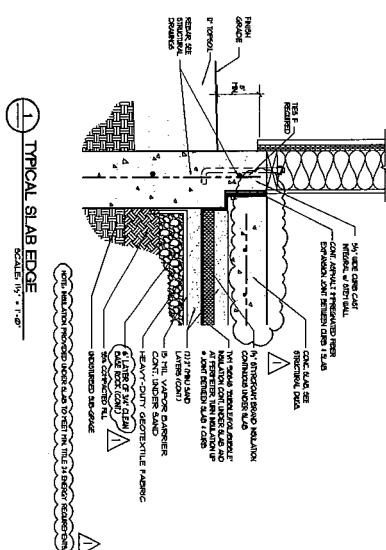


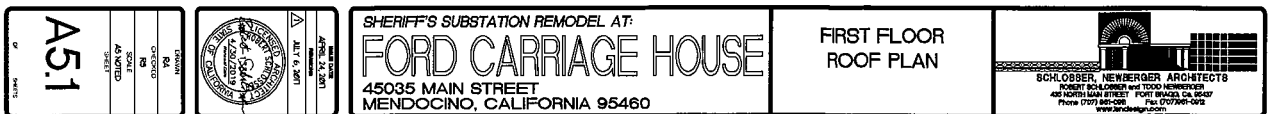
SECTION A-A

BUILDING ENVELOPE NOTES



- [illegible]

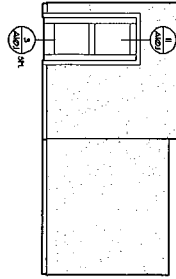




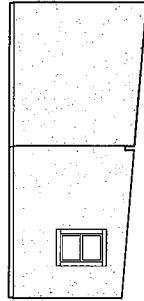
INTERIOR ELEVATIONS

SCALE: 1/4" = 1'-0"

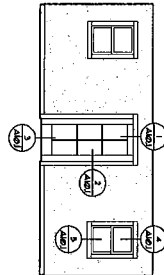
NORTH
SHERIFFS SUB STATION



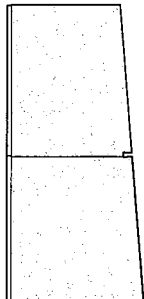
EAST



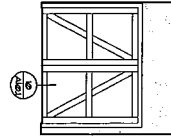
SOUTH



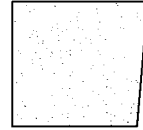
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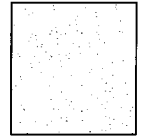
NORTH
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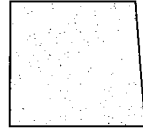
EAST



SOUTH



WEST



TYPICAL 120" AT CORNERS:
DOOR HEAD: 124"
DOOR JAMB: 124"
WINDOW HEAD: 124"
WINDOW JAMB: 124"
FINISH: 124" - 124" (120" MIN.)
NO SHARP AT CORNERS

A7.1

DATE: 10/1/10

BY: [Signature]

PROJECT: SHERIFF'S SUB STATION REMODEL AT: FORD CARRIAGE HOUSE

SHERIFF'S SUB STATION REMODEL AT: FORD CARRIAGE HOUSE

45035 MAIN STREET
MENDOCINO, CALIFORNIA 95460

INTERIOR ELEVATIONS

SCHLOSSER, NEWBERGER ARCHITECTS

ROBERT SCHLOSSER AND TODD NEWBERGER
406 NORTH MAIN STREET FORT BRAGG, CA 95427
Phone (707) 881-0001 Fax (707) 881-0002
www.schlossernewberger.com

	<p>SHERIFF'S SUBSTATION REMODEL AT: FORD CARRIAGE HOUSE 45035 MAIN STREET MENDOCINO, CALIFORNIA 95460</p>	<p>DETAILS</p>	 <p>SCHLOSSER, NEWBERGER ARCHITECTS ROBERT SCHLOSSER and TODD NEWBERGER 405 NORTH MAIN STREET FORT BRASS, CA 95437 Phone (707) 961-0801 Fax (707) 961-0812 www.snaa-ny.com</p>
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SECTION 10400 - IDENTIFYING DEVICES

THIS SECTION includes all IDENTIFIED DEVICES shown on the Drawing, as specified herein, and as required by governmental agencies having jurisdiction, and as needed for a complete and proper installation.

13 QUALITY ASSURANCE

- [illegible]

KEY 2 - PRODUCT:

11. **What are the advantages of using a randomized control trial?**
The advantages of using a randomized control trial are that it is the most rigorous type of study design, it is the only type of study design that can provide a causal relationship between an intervention and an outcome, and it is the only type of study design that can provide a valid estimate of the effect of an intervention.
12. **What are the disadvantages of using a randomized control trial?**
The disadvantages of using a randomized control trial are that it is often expensive, it is often time-consuming, and it is often difficult to recruit participants.
13. **What are the advantages of using a cohort study?**
The advantages of using a cohort study are that it is often less expensive than a randomized control trial, it is often less time-consuming than a randomized control trial, and it is often easier to recruit participants.
14. **What are the disadvantages of using a cohort study?**
The disadvantages of using a cohort study are that it is often difficult to follow up participants, it is often difficult to control for confounding factors, and it is often difficult to measure the outcome.
15. **What are the advantages of using a case-control study?**
The advantages of using a case-control study are that it is often less expensive than a randomized control trial, it is often less time-consuming than a randomized control trial, and it is often easier to recruit participants.
16. **What are the disadvantages of using a case-control study?**
The disadvantages of using a case-control study are that it is often difficult to identify cases, it is often difficult to control for confounding factors, and it is often difficult to measure the exposure.
17. **What are the advantages of using a cross-sectional study?**
The advantages of using a cross-sectional study are that it is often less expensive than a randomized control trial, it is often less time-consuming than a randomized control trial, and it is often easier to recruit participants.
18. **What are the disadvantages of using a cross-sectional study?**
The disadvantages of using a cross-sectional study are that it is often difficult to establish a causal relationship between an exposure and an outcome, it is often difficult to control for confounding factors, and it is often difficult to measure the exposure and the outcome.
19. **What are the advantages of using a longitudinal study?**
The advantages of using a longitudinal study are that it is often less expensive than a randomized control trial, it is often less time-consuming than a randomized control trial, and it is often easier to recruit participants.
20. **What are the disadvantages of using a longitudinal study?**
The disadvantages of using a longitudinal study are that it is often difficult to follow up participants, it is often difficult to control for confounding factors, and it is often difficult to measure the outcome.

R. Thiele
used to

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 - 3. **Accuracy of the system**
 - 4. **Accuracy of the system**
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6. **Flexibility of system**
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10. **Training of system**
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be used

- [illegible]

part of the
D. Size of the

- 23
- f. Signs in red have 17° x 27° in size.
- A. Each parking space reserved for persons with disabilities shall be marked with a sign that reads "RESERVED FOR PERSONS WITH DISABILITIES" immediately adjacent to and visible from both side of space. Sign shall consist of the international Symbol of Accessibility.
- B. Area of the sign(s) shall not less than 70 square inches.
- C. When posted in a part of town, the bottom of the sign shall be 60" minimum from the parking space finished grade.

d. Who will mounted also be considered as the author of the intrusion?

- D. There will be an additional sign mentioned above the *Additional Sign of Accessibility* that reads "NO PARKING ANYTIME" (NPA).
- E. There will be an additional sign that reads "NO STOP ANYTIME" (NSA).
- F. There will be a sign that reads "NO PARKING ANYTIME" (NPA).
- G. There will be a sign that reads "NO STOP ANYTIME" (NSA).
- H. There will be a sign that reads "NO PARKING ANYTIME" (NPA).
- I. There will be a sign that reads "NO STOP ANYTIME" (NSA).
- J. There will be a sign that reads "NO PARKING ANYTIME" (NPA).
- K. There will be a sign that reads "NO STOP ANYTIME" (NSA).
- L. There will be a sign that reads "NO PARKING ANYTIME" (NPA).
- M. There will be a sign that reads "NO STOP ANYTIME" (NSA).
- N. There will be a sign that reads "NO PARKING ANYTIME" (NPA).
- O. There will be a sign that reads "NO STOP ANYTIME" (NSA).
- P. There will be a sign that reads "NO PARKING ANYTIME" (NPA).
- Q. There will be a sign that reads "NO STOP ANYTIME" (NSA).
- R. There will be a sign that reads "NO PARKING ANYTIME" (NPA).
- S. There will be a sign that reads "NO STOP ANYTIME" (NSA).
- T. There will be a sign that reads "NO PARKING ANYTIME" (NPA).
- U. There will be a sign that reads "NO STOP ANYTIME" (NSA).
- V. There will be a sign that reads "NO PARKING ANYTIME" (NPA).
- W. There will be a sign that reads "NO STOP ANYTIME" (NSA).
- X. There will be a sign that reads "NO PARKING ANYTIME" (NPA).
- Y. There will be a sign that reads "NO STOP ANYTIME" (NSA).
- Z. There will be a sign that reads "NO PARKING ANYTIME" (NPA).

3.4 Other

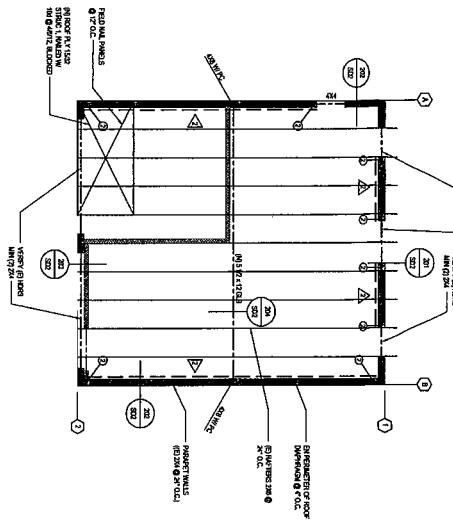
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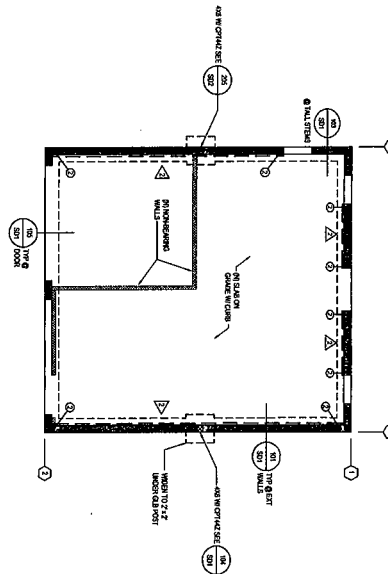


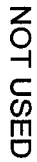
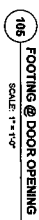
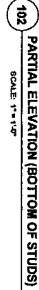
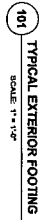


2 ROOF FRAMING PLAN



1 FOUNDATION PLAN

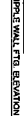
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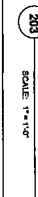
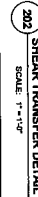
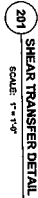


HOLDOWN OPTIONS
SCALE: NTS
150



NOTE:
1. DEEPEN FOOTING AS REQUIRED TO OBTAIN EMBEDMENT AND CLEARANCES MIN. LENGTH OF DEEPEN FTO-OUT
2. FOR ARRANGEMENT OF HOLDDOWN





204
SHEAR TRANSFER DETAIL
SCALE: 1"=1'-0"



2. WHERE SHEARWALLS CALLED
OUT, SEE 



SHEET <div style="border: 1px solid black; padding: 2px; font-weight: bold; font-size: 1.2em;">SD2</div> OF 10 SHEETS	STRUCTURAL DETAILS #2	PROJECT NAME Ford Carriage House Rebuild 45035 Main St. Mendocino, CA	Copyright 2018 by DUNCAN ENGINEERING, INC. and David Duncan. Do not duplicate without written permission. These plans are created for a specific project at a specific location. Do not use on other projects or build same structure in a different location.		Duncan Engineering, Inc. PO Box 1348 Mendocino, CA 95601 707-464-0004 (PA) 707-464-0099 fax	<table border="1" style="border-collapse: collapse; width: 100%;"> <thead> <tr> <th style="font-size: 0.8em;">REVISION</th> <th style="font-size: 0.8em;">DATE</th> <th style="font-size: 0.8em;">BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISION	DATE	BY																											
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COUNTY OF MENDOCINO
EXECUTIVE OFFICE - FACILITIES AND FLEET DIVISION

**SHERIFF'S MENDOCINO SUBSTATION
at the
FORD HOUSE CARRIAGE HOUSE**

**BID DOCUMENTS
AND SPECIFICATIONS**

Prepared by:
SCHLOSSER / NEWBERGER ARCHITECTS

435 N. Main Street Fort
Bragg, CA 95437 Tel:
(707) 961-0911
Fax: (707) 961-0912
www.lsndesign.com

BID 48-17
July 26, 2017

PROJECT LOCATION:

The Ford House
45035 Main Street
Mendocino, CA 95460

INFORMATION:
COUNTY OF MENDOCINO
Facilities & Fleet Division
851 Low Gap Road
Ukiah, California 95482

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**SECTION 00020
NOTICE INVITING BIDS**

Notice is hereby given that sealed bids will be received at the Executive Office - Facilities and Fleet Division, County of Mendocino, 851 Low Gap Road, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall of the Executive Office - Facilities and Fleet Division, County of Mendocino, on **Thursday, August 24, 2017** at which time they will be publicly opened and read aloud in the Executive Office - Facilities and Fleet Division, County of Mendocino, 851 Low Gap Road, Ukiah, California for the following project:

Sheriff's Mendocino Substation at the Ford House Carriage House

License Required for this Project is: "B" License

Plans and documents may be seen at the Executive Office - Facilities and Fleet Division, County of Mendocino, 851 Low Gap Road, Ukiah, CA 95482. Electronic Plans and Documents may be seen or downloaded from the Mendocino County Web Page for Open RFP, Quotes & Bids:

<https://www.mendocinocounty.org/government/executive-office/open-rfp-quotes-bids>.

Additionally plans and documents have been distributed to builder's exchange plan rooms throughout Northern California. In Mendocino County, printed plans may be obtained from the following businesses:

Fort Bragg:

Beckman's S&S Printing and Copy Center
329 E. Redwood Ave.
Fort Bragg, CA 89437
707-964-8416

Ukiah:

Blueprints and Copies
846 S. State St.
Ukiah, CA 95482
707-462-1197

Bids shall be made on a form provided by the County and accompanied by a Certified Check, Cashier's Check, or Bidder's Bond for ten percent (10%) of the amount bid, made payable to the County of Mendocino. The above-mentioned check or Bid Bond 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 Instructions to Bidders of the contract documents.

The successful Bidder will be required to furnish a Labor and Material Bond and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. Bonds shall each be obtained from a surety company satisfactory to the County of Mendocino.

Federal Laws, including The Davis-Bacon Act and The Americans with Disabilities Act of 1990, are applicable to the project.

Bidders' attention is called to Instruction to Bidders and other related documents for full directions and information as to bidding and other requirements.

Pursuant to California Public Contract Code Section 22300, the Contractor may substitute securities for any 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.

A mandatory pre-bid conference and site inspection will be held on Wednesday August 9, 2017 at 10:00 a.m. at the Project site, 45035 Main Street, Mendocino, California.

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: <http://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 Section 6.0 – Business Licenses and Regulations, 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.

DONATIONS OF LABOR AND MATERIAL

The County has received offers to donate labor and or materials for this project and has posted a list of such offers under this project on our website bid portal. The County has no preference for any contractor, and makes no representation that such offers comply with project requirements including public contracting, labor and prevailing wage laws listed above. All work on this project must meet project requirements; in accepting bids from these contractors or suppliers, it is the duty of the contractor to ensure that the entire project meets the project requirements. Contractors are advised to list any contractors performing a portion of the contract work **with a value** in excess of one-half of one percent (0.5%) of the total contract value. This is an open list, if you wish to be added, Contractors or suppliers should contact Doug Anderson, Facilities Project Specialist at 707-234-6054 or andersond@mendocinocounty.org with name and contact information and the specific scope of work being offered.

END OF SECTION

SECTION 00100
INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 BIDS RECEIVED

- A. Sealed bids for the **Sheriff's Mendocino Substation at the Ford House Carriage House** Project will be received at the Facilities and Fleet Division Office, County of Mendocino, 851 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the Facilities and Fleet Division Office, on **Thursday, August 24, 2017** and then publicly opened and read aloud in the Facilities and Fleet Division Office, County of Mendocino.
- B. Late bids will not be accepted. It is Bidder's responsibility to assure that its bid is delivered and received at the location noted above on or before the date and hour set for the bid opening.

1.2 LICENSE REQUIREMENT

- A. The license required for this Project is "B" License.
- B. Pursuant to Mendocino County Code Section 6.0 – Business Licenses and Regulations, at time of contract award, the contractor shall supply a copy of their current County of Mendocino business license.

1.3 SECURING OF PLANS AND DOCUMENTS

Plans and documents may be seen at the Executive Office - Facilities and Fleet Division, County of Mendocino, 851 Low Gap Road, Ukiah, CA 95482. Electronic Plans and Documents may be seen or downloaded from the Mendocino County Web Page for Open RFP, Quotes & Bids:

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Fort Bragg, CA 89437
707-964-8416

Ukiah:
Blueprints and Copies
846 S. State St.
Ukiah, CA 95482
707-462-1197

1.4 BIDS

Bids, to be considered, must be in accordance with the following instructions:

- A. Bids must be submitted on the bid form provided by County, 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. Only written proposals will be permitted.

- C. A Bid Bond or Certified 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. Such guaranty to be forfeited should the Bidder to whom the contract is awarded fail to enter into the contract.

1.5 PRE-BID CONFERENCE AND SITE ACCESS

- A. **A mandatory pre-bid conference will be held on Wednesday, August 9, 2017 at 10:00 a.m. at the site, 45035 Main Street, Mendocino, California.** Following the meeting, a site review will be conducted to acquaint Bidders with the Project.
- B. The County reserves the right to schedule an additional mandatory pre-bid conference to ensure adequate bid representation.
- C. Failure to attend a pre-bid conference will disqualify a non-attending bidder from the bid.

1.6 SUBCONTRACTORS LISTED

- A. In accordance with California Public Contract Code Sections 4100 *et seq.*, inclusive, each bidder shall provide a list of subcontractors (Section 00430), 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 with their Bids 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 Bid being deemed non-responsive and not being considered.

1.7 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. 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 County. The competency and dependability of the bidders will be considered when making the award.

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 (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

☐ (b) 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.

☐ (c) 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.

☐ (d) 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 (a) shall be used to determine the lowest bid.

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.

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.

1.8 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".

1.9 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.**

1.10 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.

1.11 WITHDRAWAL OF BID

Bids may be withdrawn prior to, but not later than, the time of bid opening.

1.12 BONDS

The 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. In addition, the successful Bidder is required to furnish a Bid Bond or Certified Cashier's Check made payable to the County of Mendocino for an amount equal to at least ten percent (10%) of the bid amount. Said Bonds shall be obtained from a surety company satisfactory to County.

1.13 SUBSTITUTIONS

Any substitution shall be made in accordance with instructions contained in Section 01340 – Submittals and Substitutions included herein. Questions concerning substitutions will not be entertained during the bidding period.

1.14 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 \$250.00 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.

1.15 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 is subsequently proven false, shall be considered non-responsive and shall be rejected by County.

1.16 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.

1.17 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 00801 Supplementary General Conditions and the source documents for specific conditions of approval

1.18 AGREEMENT

Contract documents include the Agreement which the successful Bidder, as Contractor, will be required to execute.

1.19 PRE-CONSTRUCTION CONFERENCE

The successful bidder shall be available for a pre-construction conference with County at a mutually convenient time.

1.20 QUALIFICATIONS OF BIDDERS

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 the bid documents herein as Section 00120, "Qualification Application".

1.21 DONATIONS OF LABOR AND MATERIAL

The County has received offers to donate labor and or materials for this project and has posted a list of such offers under this project on our website bid portal. The County has no preference for any contractor, and makes no representation that such offers comply with project requirements including public contracting, labor and prevailing wage laws listed above. All work on this project must meet project requirements; in accepting bids from these contractors or suppliers, it is the duty of the contractor to ensure that the entire project meets the project requirements. Contractors are advised to list any contractors performing a portion of the contract work **with a value** in excess of one-half of one percent (0.5%) of the total contract value. This is an open list, if you wish to be added, Contractors or suppliers should contact Doug Anderson, Facilities Project Specialist at 707-234-6054 or andersond@mendocinocounty.org with name and contact information and the specific scope of work being offered.

END OF SECTION

SECTION 00120

QUALIFICATION APPLICATION

The information contained in this Application is confidential, and is for the sole use of County in evaluating the qualifications of Bidder. Only the information below ("Contact Information") is considered public information.

CONTACT INFORMATION

Firm Name (as it appears on
license): _____

Check one: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If the firm is a sole proprietor or partnership:

Owner(s) of Company: _____

Contractor's License Number(s):

<u>License No.</u>	<u>Classifications</u>	<u>Expiration</u>	<u>Qualifying Individual</u>
--------------------	------------------------	-------------------	------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DIR Registration Number: _____

Mendocino County Business License No: _____

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

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.

**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: _____
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 to Proceed, 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 00306
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 00307
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 bid

State of California)
)
County of Mendocino) ss.

_____, being first duly sworn,
deposes and says that he or she is _____ of
_____ 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 00308

PUBLIC CONTRACT CODE QUESTIONNAIRE

In accordance with California Public Contract Code Section 7106, the following questionnaire must be completed by the Bidder:

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

☐ Yes ☐ No

If 'yes', explain the circumstances in the space below.

SECTION 00310
BID FORM FOR

SHERIFF'S MENDOCINO SUBSTATION
AT THE FORD HOUSE CARRIAGE HOUSE

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 days (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 now on file at the General Services Agency Office, 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 (\$_____)

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 which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

Name of Organization _____

Name of Organization _____

Type of Organization _____
(Corporation, Partnership, etc.)

Address _____

Name of 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 _____

Corporate Seal

Sheriff's Mendocino Substation at the Ford House Carriage House Project
FOR MENDOCINO COUNTY

[illegible]

SECTION 00500
AGREEMENT FOR LUMP SUM BID

THIS AGREEMENT, made on the _____ day of _____ in the year _____, between the County of Mendocino, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR.

COUNTY and CONTRACTOR, for the consideration described below named, agree as follows:

FIRST: CONTRACTOR shall furnish all labor, materials, equipment, mechanical workmanship, transportation, and services for the installation and completion of the Mendocino Sheriff's Substation at the Ford House Carriage House Project, in accordance with the contract documents, including the Addenda thereto, all as adopted by COUNTY.

SECOND: The work under this contract described below shall be completed within One hundred eighty (180) days from the date of the "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. Invitation to Bid
2. Instructions to Bidders
3. Agreement
4. Contractor's Guarantee
5. Close-Out Items including all Warranties
7. Coordination
8. Mock-Ups
9. Construction Temporary Facilities
10. Maintenance Materials
11. Drawings & Specifications
12. General and Technical Conditions of the Specifications
13. All modifications thereof incorporated before execution of the Contract

FOURTH: COUNTY shall pay to CONTRACTOR, if CONTRACTOR is successful bidder, as full consideration for the faithful performance of the Contract the sum of:

_____ Dollars (\$_____).

This sum constitutes the bid for the following project components (referenced hereunder to specifications section). This sum includes the following alternate bids:

Base bid only, No Alternates

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, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

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:

CARMEL J. ANGELO, 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.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

INSURANCE REVIEW:

RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

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 ☐ Page 86 of 272

Exempt Pursuant to MCC Section: _____

SECTION 00501

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 _____

Contractor Signature _____

SECTION 00510

CONTRACTOR GUARANTEE FOR

SHERIFF'S MENDOCINO SUBSTATION – FORD HOUSE CARRIGE HOUSE

Contractor hereby guarantees that the labor and material furnished for this project is in accordance with the drawings and specifications. 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 00520

ROOFING GUARANTEE FOR

SHERIFF'S MENDOCINO SUBSTATION at the FORD HOUSE CARRIAGE HOUSE

Contractor hereby guarantees that the labor and material furnished for this project is in accordance with the drawings and specifications. Contractor agrees to maintain the roof and flashings in a water-tight condition and to repair or replace any or all of the work, together with any other work which may be displaced in so doing, that may prove to be defective in its workmanship or material within a period of five (5) years from date of acceptance of the above-named structure 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 with 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 therefor upon demand.

ROOFING CONTRACTOR:

SIGNED _____

DATED _____

DATE OF BUILDING ACCEPTANCE _____

SECTION 00530
SUBSTITUTION WARRANTY

SHERIFF'S MENDOCINO SUBSTATION at the FORD HOUSE CARRIAGE HOUSE

We propose to provide _____ for
_____ in lieu of, and as an
equivalent to _____ as indicated on the drawings and
described in Section _____ of the specifications. We agree to assume all costs for
testing, research, etc. and any modifications to other portions of the work as necessary to
accommodate our material(s) and system(s), including all appurtenances required for proper
installation and functioning of said materials(s) and system(s).

We hereby warrant that _____ is the equivalent
of _____ in every aspect and will perform
satisfactorily under the conditions and use indicated on the drawings and described in the
specifications and have attached complete descriptions and justifications of equivalency of
substitutions hereto which are incorporated herein by reference. All substitutions proposed in
the original bid shall be documented and warranted as specified above at time of bid
submission.

Signed _____

Date: _____

Signed _____

Date: _____

SECTION 00650
CONSTRUCTION SITE STORM WATER POLICY

PART I – GENERAL

1.1 SUMMARY

- A. Mendocino County Ordinance No. 4313 STORM WATER RUNOFF POLLUTION PREVENTION PROCEDURE (Mendocino County Code Chapter 16.30 et.seq.) requires any person performing construction and grading work anywhere in the county shall implement appropriate Best Management Practices (BMP) to prevent the discharge of construction waste, debris, sediment or contaminants from construction materials, tools and equipment from entering the storm drainage system or natural waterways (off-site).
- B. By commencing work in this contract, the contractor agrees to comply with Mendocino County Code Section 16.30.140 Inspection and monitoring. The County may enter the worksite whenever necessary to perform inspections related to the Storm Water Runoff Pollution Prevention Procedures for the project including inspection of BMP's and records relating to storm water plan compliance.

1.2 SUBMITTALS

- A. Prior to beginning construction activities, submit construction site Best Management Practice (BMP) Plans and Specifications prepared by a Qualified Storm Water Developer (QSD) or the Contractor referencing Mendocino County Building and Planning Services Documents noted below:
 - 1. Construction Best Management Practices for over-the-counter building permits for projects that do not disturb any soil.
 - 2. Small Construction Site Storm Water Erosion and Sediment Control Plan Template for projects that will disturb any soil.
- B. Submittal shall include a project specific BMP plan for all areas of soil disturbance and possible contamination source generated by the project. Attach copies of the relevant current BMP fact sheets from the California Storm Water BMP Handbook Portal planned to address each potential source of contamination generated by the project.
- C. A County approved BMP plan is required prior to beginning work on the project.

Part 2 – PRODUCTS

2.1 MATERIALS

- A. Provide Materials in Compliance with Approve BMP fact sheets in appropriate quantities to mitigate possible runoff, sedimentation and/or contamination in accordance with the approved BMP plan.

Part 3 – EXECUTION

3.1 PREPARATION

- A. Prepare BMP schedule to identify dates when BMP's will be installed.
- B. Ensure that BMP Materials are on site in the event of an untimely rain event and prior to October 15th.
- C. Identify and mark Storm Drain Inlets and drainage features leading to storm drains or natural waterways.
- D. Identify and provide instruction and training to on site personnel responsible for installation and management of BMP's.

3.2 INSTALLATION

- A. Complete BMP installation Prior to October 1st or prior to ground disturbance activities between October 1st and April 15th, and call the project manager for an inspection of the installed BMP plan. Do not start grading activities without BMP's in place.
- B. Comply with installation guidelines included with BMP fact sheets and suitable to site conditions.
- C. Remove Contamination and Sediment BMP's after sources of sedimentation, or contamination have been removed from the site or final soil stabilization is complete. Do not remove Erosion Control BMP's until permanent Erosion Control features are established unless directed by the County.

3.3 INSPECTION

- A. It is the responsibility of the Contractor to provide regular inspection of BMP's throughout the rainy season. Maintain and replace all BMP's in accordance with the approved BMP plan.
- B. Prior to significant rain events, inspect installed BMP's to ensure all potential sources of contamination, sedimentation or erosion are protected by approved BMP's.
- C. During significant rain events verify that installed BMP's are adequate to the flows on the project site.
- D. Record inspection findings as required by approved BMP plan.
- E. Maintain Inspection records and a copy of the approved BMP plan on the project site for inspection by County and NCWRCB.
- F. Failure of the Contractor to comply with the requirements of these specifications and the provisions of the approved Storm Water pollution Prevention Plan or BMP plan may result in work stoppage, a written citation, monetary fine or any combination thereof.

END OF SECTION

SECTION 0700
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 will be 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 insuring 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 to 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

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. The County within thirty (30) days of receipt of application shall issue to the Contractor a certificate for ninety percent (90%) 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, 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 AND SUBSTITUTIONS

- 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 review 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 any one (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.

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.

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.

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 insure 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 insure 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 00801
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.

- 1.1 After paragraph 56 of the General Conditions, Insert the following paragraph:

57. CONDITIONS FOR APPROVAL

The work required under this contract has been subject to review and approval by numerous agencies and governing bodies. Review and approval documents are made available to the contractor including all conditions of approval. To the extent feasible these conditions of approval are incorporated into the project plans and relevant specification sections, however, it is the responsibility of the CONTRACTOR to become familiar with the approvals and conditions of approval, and to conduct the work in accordance with all such conditions imposed on the project.

A. COASTAL DEVELOPMENT USE PERMIT

Coastal Development Use Permit, Application Number 2016-0007 was approved on March 2, 2017 with Conditions of Approval. The application, use permit and conditions of approval are hereby made a part of this contract.

B. MENDOCINO HISTORICAL REVIEW BOARD PERMIT

Mendocino Historical Review Board Permit MHRB #2016-03 was approved on March 7, 2016 subject to standard conditions. The application, Staff report and conditions are hereby made a part of this contract.

C. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REVIEWS

A full Environmental Impact Report (EIR) was not required for this project; however, under California Department of Parks and Recreation guidelines the following project evaluation reviews have been completed and are hereby made a part of this contract.

1. ARCHAEOLOGICAL REVIEW CEQA No. 11293 was approved conditionally on April 21, 2015 with Conditions of Approval. The review document and conditions of approval are hereby made a part of this contract. Conditions of approval significantly impact excavation methods and require monitoring by a qualified archaeologist. The CONTRACTOR shall provide appropriate notice to the COUNTY and/or Parks representative prior to starting or restarting excavation work, and conduct all excavations in compliance with the conditions of approval. In the event that archaeologically significant materials are encountered, the find will be considered an Unforeseen Physical Condition and reported and addressed under Specification Section 00811. Fees for the archaeological monitor will be paid by the Owner.

2. HISTORICAL REVIEW CEQA No. 11293 was approved conditionally on March 11, 2015 with Conditions of Approval. The review document and conditions of approval are hereby made a part of this contract. Additional Treatment Measure V.B. requires photographic documentation of the existing structure prior to demolition. The CONTRACTOR shall provide adequate notice to the COUNTY and or Parks representative prior to starting building demolition. No demolition work shall commence until completion of photographic documentation is confirmed. Fees for photographic documentation shall be paid by the Owner.

D. MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT (MCAQMD)–
Asbestos Notification

The COUNTY has a completed asbestos and lead inspection report pursuant to MCAQMD Asbestos NESHAP Notification of Demolition or Renovation reporting requirements. The inspection report is hereby made a part of this contract. Per report recommendations, asbestos containing materials shall be removed by an asbestos abatement firm licensed and qualified to remove asbestos containing materials. All abatement and related compliance documentation shall be completed as a part of this contract.

- 1.2 At the end of Paragraph 23C. Insert the following paragraph.

In planning his construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributed to other than normal weather conditions will be considered by the Architect. "Normal conditions" shall be defined as the average number of rainy days over the most recent 10 year period.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

SECTION 00811
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. Archaeological or historical artifacts or soils conditions identified with such artifacts as noted in the conditions of approval from the California Department of Parks and Recreation CEQA Document No. 11293 – Archaeological Review.
 4. 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 the 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

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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, a 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.
- 1.4 WORK STOPPAGES FOR HISTORICAL OR ARCHAEOLOGICAL FINDS
- Archaeological and Historical reviews and other conditions of approval identified in Specification Section 00801 and included as a part of this contract impose specific requirements on the CONTRACTOR.
1. CONTRACTOR shall not be entitled to any adjustment in the Contract Sum for reasonable accommodations required to comply with the conditions of approval.
 2. Work stoppages required and any special excavation requested by the Archaeological monitor will be compensated under the provisions of article 7 of the General Conditions.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

HIDDEN CONDITIONS REPORT (HCR)

Mendocino Sheriff's Substation at Ford House Carriage House

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 01010
SUMMARY OF WORK

PART 1 - GENERAL

- 1.1 REQUIREMENTS of the drawings, bidding requirements, General Conditions and other specifications sections apply to this section. 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 THIS SECTION sets forth general project scope, and general provisions regarding work to be performed by the Contractor.
- 1.3 THE WORK OF THIS CONTRACT consists of:

WORK INCLUDED:

- A. The work shall be performed at a project site located at the Carriage House of the Ford House 45035 Main St. Mendocino, CA in the Mendocino Headlands State Park.
- B. Document and disassemble existing carriage house, provide concrete slab and foundation, upgrade electrical and phone lines and build a new carriage house to exact dimensions as old carriage house with siding to match historic Ford House in shape and color. Wood windows and doors to match historic period per the attached plans and these specifications.
- C. All work shall comply with the Coastal Development Use Permit No. U_2016-0007, Mendocino Historical Review Board Permit #2016-03, California Department of Parks and Recreation Historical and Archaeological review documents, included by reference in Specification Section 00801 Supplementary General Conditions as part of these documents and made available to the contractor.
- D. Provide all construction documentation, labor, material, superintendence and administration as depicted in the drawings and described in the project manual or as necessary for a complete and proper turnkey fabrication and installation.
 1. If certain features or systems are not fully shown or called for in the Contract Documents, their construction shall be of the same character and quality as for similar conditions that are shown, called for, or reasonably inferred.
 2. Should the General Conditions or Contract Documents contradict themselves, Contractor shall provide the more stringent or higher quality or quantity unless otherwise accepted by County.
 3. 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.

- E. Present to the Owner, at the close of construction, signed copies of all required permits indicating successful completion of all permit requirements.

1.4 PLANNING DOCUMENTS AND CONDITIONS OF APPROVAL:

- A. The Project required planning approvals through the Mendocino County Planning and Building Department including the Mendocino Historical Review Board (MHRB), and Coastal Development Use Permit, and is subject to their conditions of approval. These documents are available on the County website with the bidding documents. To the extent feasible, the conditions of approval have been incorporated into the construction documents, however it is the Contractor's responsibility to become familiar with all conditions of approval and bring any discrepancies to the Architect's attention. See Section Specification Section 00801 Supplementary General Conditions and approval documents for additional information.
- B. The Project required Archaeological and Historical review, and an Archaeological Monitor will be present during excavation. If any archaeological sites or artifacts are discovered during site excavations or construction activities, the contractor shall cease and desist from all further excavation and disturbances within one hundred (100) feet of the discovery, and make notification of the discovery to the County and Architect immediately. See Specification Section 00801 Supplementary General Conditions and approval documents for additional information.

1.5 APPLICABLE CODES AND REGULATIONS:

- A. General Requirements: All materials and workmanship shall comply with the most recent edition of the California Code of Regulations (CCR), Title 24 (California Building Standards Code) with current State and local amendments. CCR, Title 24 consists of the following twelve parts:

Part 1 - California Building Standards Administrative Code Part 2 - California Building Code
Part 3 - California Electrical Code Part 4 - California Mechanical Code Part 5 - California Plumbing Code Part 6 - California Energy Code
Part 7 - (No longer published in Title 24. See Title 8, CCR) Part 8 - California Historical Building Code
Part 9 - California Fire Code
Part 10 - California Existing Building Code
Part 11 - California Green Building Standards Code (CALGreen) Part 12 - California Reference Standards Code

- B. Energy Requirements: All materials and workmanship shall comply with the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Building Energy Efficiency Standards published by the California Energy Commission.

- C. Grading and Paving Requirements: All materials and workmanship shall comply with the California Department of Transportation Standard Specifications dated May 2006 and the State of California Department of Transportation Standard Plans dated May 2006 for earthwork, grading and paving.
- D. Air Quality Requirements: All materials and workmanship shall comply with all current requirements of the Mendocino County Air Quality Control District. Provide all application materials, fees and documentation necessary to obtain all permits required by the Mendocino County Air Quality Control District. Obtain approval for all operations and present to the Owner, at the close of construction, signed copies of all required permits indicating successful completion of all permit requirements. A hazardous Materials Inspection Report has been prepared for this project. See Specification Section 00801 Supplementary General Conditions and approval documents for additional information.
- E. Accessibility Requirements: All materials and workmanship shall comply with all the requirements for accessibility as set forth in the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Federal Americans with Disabilities Act in effect at the time of construction.
- F. California Department of Forestry and Fire Protection (Cal Fire) Requirements: All materials and workmanship shall comply with Cal Fire "SRA Fire Safe Regulations", Title 14 - Natural Resources, California Code of Regulations, Division 1.5 - Dept. of Forestry, Chapter 7 - Fire Protection, Subchapter 2 - SRA Fire Safe Regulations, Articles 1-5.
- G. Fire Alarm System: The proposed facility shall be have an integrated fire alarm system in conformance with all requirements for fire alarm systems as set forth in the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the National Fire Protection Association Standard 72.
- H. Recycling Requirements: This project is subject to the Mendocino County "Construction and Demolition Recycling and Reuse" Ordinance and the Department of Toxic Substances Control "Requirements for Generators of Treated Wood Waste." and the requirements of California Green Building Standards Code (CALGreen).
- I. Other Requirements: All materials and workmanship shall comply with the most recent edition of any other codes or regulations adopted by governmental agencies having jurisdiction over any portion of the work.

1.6 PROJECT DATA:

- A. Construction Type: The proposed facility shall conform to all requirements for Type V-B construction as set forth in the most current edition of the California Building Code in effect at the time of construction with current State and local amendments.

- B. Occupancy Classification: The proposed facility shall conform to all requirements for Group B Occupancy as set forth in the most current edition of the California Building Code in effect at the time of construction with current State and local amendments.

1.7 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 1 specifications.
 6. Drawings and Division 2 through 16 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 2 through 16 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, then the actual quantity shall take precedence.

1.8 EXAMINATION:

- A. General: As stipulated in Document 00100, Contractor is responsible for inspection of the existing site conditions prior to bidding and shall include in the Contract any modifications of the Contract Documents proposed as a result of Contractor's inspection. Such modifications shall be included in the bid.
- 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.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide such field engineering services as are required for proper completion of the Work including but not necessarily limited to:

1. Establishing and maintaining lines and levels;
2. Structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Additional requirements for field engineering also may be described in other Sections of these Specifications.
3. As described in subparagraph 2.2.3 of the General Conditions, the Owner will furnish survey describing the physical characteristics, legal limitations, utility locations, and legal description of the site.

1.2 QUALITY ASSURANCE:

Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section

1.3 SUBMITTALS:

A. Comply with pertinent provisions of Section 01340 - Submittals and Substitutions.

B. Upon request of the Architect, submit:

1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
2. Documentation verifying accuracy of field engineering work.
3. Certification, signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or non-conformance with requirements of the Contract Documents.

1.4 PROCEDURES

A. In addition to procedures directed by the Contractor for proper performance of the

Contractor's responsibilities:

1. Locate and protect control points before starting work on the site.
2. Preserve permanent reference points during progress of the Work.
3. Do not change or relocate reference points or items of the Work without specific approval from the Architect.
4. Promptly advise the Architect when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
 - a. Upon direction of the Architect, require the field engineer to replace reference stakes or markers.
 - b. Locate such replacements according to the original survey control.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01340
SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

- 1.1 THIS SECTION includes all required submittals where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- 1.2 QUALITY ASSURANCE:
 - A. Coordination of submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
 - B. "Or equal"
 - 1. Where the phrase "or equal" or "or equal as approved by the Architect" occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Architect.
 - 2. The decision of the Architect shall be final.
- 1.3 SUBMITTALS
 - A. Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this Section.

PART 2 - PRODUCTS

- 2.1 SHOP DRAWINGS
 - A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
 - B. Types of prints required:
 - 1. Submit Shop Drawings in the form of two (2) blue-line, blackline, or copy prints of each sheet. Electronic Submittals are acceptable provided text and images are clear and legible.
- 2.2 MANUFACTURERS' LITERATURE
 - A. Where contents of submitted literature from manufacturers includes data not

pertinent to the submittal, clearly show which portions of the contents are being submitted for review and which options have been selected.

- B. Submit the number of copies which are required to be returned, plus one copy which will be retained by the Architect.

2.3 SAMPLES

- A. When required by the Architect, provide Sample or Samples identical to the precise article proposed to be provided.
- B. Number of Samples required:
 - 1. Unless otherwise specified, submit Samples in the quantity which is required to be returned, plus one which will be retained by the Architect.
 - 2. By prearrangement in specified cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

2.4 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Architect for selection.

PART 3 - EXECUTION

3.2 ARCHITECT'S REVIEW

- A. Review by the Architect is for conformance with the Design Concept only. The Contractor shall be responsible for verifying that all submitted products and systems meet all code requirements and specified Quality Standards.
- B. Review by the Architect does not relieve the Contractor from responsibility for errors which may exist in the submitted data.
- C. Revisions:
 - 1. Make revisions required by the Architect.
 - 2. Resubmit revised submittals to the Architect for review.
- D. Distribution: Contractor shall distribute copies of approved submittals to all affected subcontractors and forward two approved copies to the Owner.

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES & CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities and controls need for the Work including, but not necessarily limited to:
 - 1. Temporary utilities such as heat, ventilation, water, electricity, lighting, telephone and fax;
 - 2. Field office for the Contractor's personnel;
 - 3. Sanitary facilities;
 - 4. Enclosures such as tarpaulins, barricades, and canopies;
 - 5. Temporary fencing of the construction site;
 - 6. Project sign.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary conditions, and Sections in Division 1 of these Specifications.
 - 2. Except that equipment furnished by subcontractors shall comply with requirements of pertinent safe regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work are not part of this Section.
 - 3. Permanent installation and hookup of the various utility lines are described in other Sections.

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 UTILITIES

A. Electricity and Lighting:

1. Contractor shall make necessary arrangements, provide, maintain and pay for temporary electrical power drop from the existing pole mounted panel located near the path to the public restrooms. Upon completion of the Work, remove all such temporary facility.
2. Provide and pay for electricity used in construction.
3. Provide area distribution boxes so located that the individual trades may furnish and use 100 ft. maximum length extension cords to obtain power and lighting at points where needed for work, inspection, and safety.
4. Provide and maintain lighting for construction operations to achieve a minimum lighting level of 1 watt/sq.ft, or as required to perform the work.

B. Heating and Ventilation:

1. Contractor shall provide, maintain and pay for heat and heating fuel necessary for proper conduct of operations needed in the Work.
2. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases.

C. Telephone and Fax:

1. Make necessary arrangements, provide, maintain and pay costs for installation and operation of telephone for the Contractor's office at the site.

D. Water:

1. Contractor shall make necessary arrangements, obtain and pay for all necessary permits and provide, maintain and pay for a hydrant meter and all suitable quality water service materials required.
2. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

2.2 FIELD OFFICE AND SANITARY FACILITIES

A. Field Offices:

1. At the Contractor's discretion, provide, maintain and pay for field office, weather tight with lighting, electrical outlets, heating, cooling and ventilating equipment and equipped with sturdy furniture drawing rack and drawing display table.

B. Sanitary facilities:

1. Provide and pay for temporary sanitary facilities in quantity required for use by all personnel.
2. Maintain in a sanitary condition at all times.

2.3 ENCLOSURES

- A. General: Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary

construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

- B. Exterior: Provide temporary, insulated, weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specifications Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
- C. Interior: Provide non-combustible, one-hour fire rated temporary partitions and ceilings as required to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.

2.4 FENCING

- A. Provide six-foot high chain link fencing equipped with vehicular and pedestrian gates to prevent unauthorized entry to construction areas, and to protect existing facilities and adjacent properties from damage from construction operations and demolition. Contractor to provide master keyed locks. Provide Owner with two copies of master key. Provide Architect with two copies of master key.
- B. Provide protection for plant material designated to remain. Replace damaged plant material in size and kind.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

2.5 MISCELLANEOUS FACILITIES

- A. Construction Aids: Hoists, ramps and ladders, enclosures, pumps, barriers, fences, barricades necessary to adequately move materials and equipment, de-water excavations, and to protect workmen and public.
- B. All temporary construction to comply with requirements of state and local authorities.

2.6 SECURITY:

- A. Provide security and facilities to protect the Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, fire and theft until Work is fully accepted by Owner.
- B. Coordinate with Owner's security program.

2.7 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.

- B. Provide temporary and removable protection for installed Products. Control activity in immediate work areas to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from all unimproved areas.

2.8 PARKING

- A. Contractor parking on Mendocino Headlands State Park lands shall be limited to trade vehicles equipped with tool storage for trades actively engaged in the work. All other contractor and subcontractor employee parking shall be limited to public streets.
- B. In no event shall parking or staging of equipment be permitted off of improved driveways.

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit or as directed by the Architect.
- C. Remove temporary above grade or buried utilities, equipment, facilities, materials prior to Substantial Completion inspection.
- D. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- E. Clean and repair damage caused by installation or use of temporary work.
- F. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

END OF SECTION

SECTION 01640
PRODUCT HANDLING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Products scheduled for use in the Work by means including, but not necessarily limited to those described in this Section.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

Except as otherwise approved by the Architect, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

- A. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by Owner.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repair to the approval of the Architect and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension of the Contract Time of Completion.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Closeout procedures, Final cleaning, Adjusting, Project record documents, Operation and maintenance data, Warranties, Spare parts and maintenance materials, Summary of closeout submittals to Architect.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's inspection.
- B. Provide submittals to Architect that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Comply with procedures stated in the Conditions of the Contract Agreement and General Conditions for issuance of Certificate of Substantial Completion.
- E. Should Architect consider that the Work' is incomplete or defective, he will promptly notify the Contractor in writing, listing the incomplete or defective items. The Contractor shall then take immediate steps to remedy the stated deficiencies, and send a second written certification to Architect that the Work is complete.
- F. Should Architect perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1. Owner will compensate Architect for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.
- G. When the Architect finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.
- H. Owner will issue a final change order reflecting approved adjustments to Contract Sum not previously made by Change Order.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.

- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 ADJUSTING

Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction. Label each document "Project Record" in neat large printed letters.
- C. Record information concurrent with construction progress.
 - 1. Do not conceal any Work until required "as-built" information is recorded.
 - 2. Recording and marking shall be legible using ink.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
- E. Changes made by Addenda and Modifications. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish main floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.

5. Details not on original Contract Drawings.

F. Submit documents to Architect with claim for final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA

- A. Compile data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
- B. Submit three sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring capacity expansion binders with durable plastic covers.
- C. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, type on 24 pound white paper.
- F. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
- G. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - 1. Significant design criteria.
 - 2. List of equipment.
 - 3. Parts list for each component.
 - 4. Operating instructions.
 - 5. Maintenance instructions for equipment and systems.
 - 6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- H. Part 3: Project documents and certificates, including the following:
 - 1. Shop drawings and product data.
 - 2. Air and water balance reports.
 - 3. Certificates.
 - 4. Photocopies of warranties.
- I. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with Architect comments. Revise content of documents as required prior to final submittal.

J. Submit final volumes revised, within ten days after final inspection.

1.7 WARRANTIES

A. Provide duplicate copies.

B. Execute Contractor's submittals and assemble documents from Subcontractors, suppliers, and manufacturers.

C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.

D. Submit prior to final Application for Payment.

E. For items of Work delayed-beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.8 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

1.9 SUMMARY OF CLOSEOUT SUBMITTALS TO ARCHITECT

A. Evidence of compliance with requirements of governing authorities: 1. Certificate of Occupancy.
2. Certificates of Inspection.

B. Project Record Documents; To requirements of this Section.

C. Operation and Maintenance Data: To requirements of this Section.

D. Spare Parts and Maintenance Materials: Evidence of compliance with this Section.

E. Warranties: To requirements of this Section.

F. Keys and Final Keying Schedule: To requirements of Section 08710 - Finish Hardware.

G. Evidence of Payment and Release of Liens in compliance with the Conditions of the Contract Agreement and the General Conditions.

H. Consent of Surety to Final Payment.

I. Certificates of Insurance for Products and Complete Operations: In accordance with the Supplementary Conditions, Conditions of the Contract Agreement, and General Conditions.

J. Final Application for Payment: To requirements of the Conditions of the Contract Agreement, and General Conditions.

1.10 FINAL PAYMENT

A. When, in the opinion of the Architect, the project is complete (NOTE: evaluation after inspection) the Architect will advise the Owner and the Owner will file the Notice of Completion with the County Recorder.

B. Should there be items not available due to delays in delivery, or should work remain incomplete the Architect and the Owner may require the Contractor to post a certified check in an agreed upon amount sufficient to cover such incomplete or uncorrected items. Such certified check shall be held until completion of all incomplete Work.

C. The 10% retention shall be held by the Owner until Forty (40) days after Final Acceptance and filing of the notice of Completion with the County Recorder. If no liens or encumbrances are filed and if all work is complete, the retention shall be paid the Contractor. Assessed liquidated damages shall be deducted from the retention.

D. Final payment to the Contractor will not be made until the Owner and Architect receive a signed-off final copy of the Building Permit.

PART 2 PRODUCTS

(Not used)

PART 3 EXECUTION

(Not used)

END OF SECTION

SECTION 01710
CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, conduct cleaning and disposal operations to comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.
- B. Provide covered containers for deposit of waste materials, debris and rubbish.
- C. Locate containers for deposit of waste materials, debris and rubbish within the fenced construction site or as directed by owner.

2.2 COMPATIBILITY

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material to be cleaned.

- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. General:

1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
2. Do not allow accumulation of scraps, debris, waste material, and other items not required for construction of this Work.
3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 3.1-A-1 above.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, sweep interior places clean.
 - a. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of succeeding material, using equipment and materials required to achieve the necessary cleanliness.
4. Following the installation of finished floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed.
 - a. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finish floor material.

3.2 DUST CONTROL

- A. Establish and enforce strict cleaning and dust control procedures before,

during and after installation of health care equipment, as approved by Owner and Architect. This requirement is critical to successful completion of the Work.

- B. Clean interior spaces prior to the start of finish painting and continue cleaning on as-needed basis until painting is finished. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.3 FINAL CLEANING

- A. "Clean," for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.1 above.
- C. Site:
 - 1. Unless otherwise specifically directed by the Architect, broom clean paved areas on the site and public paved areas adjacent to the site.
 - 2. Completely remove resultant debris.
- D. Structures:
 - 1. Exterior:
 - a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - b. Remove all traces of splashed materials from adjacent surfaces.
 - c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
 - d. In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning at no additional cost to the Owner.
 - 2. Interior:
 - a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - b. Remove all traces of splashed material from adjacent surfaces.
 - c. Remove paint droppings, spots, stains, and dirt from finished surfaces.
 - 3. Glass: Clean inside and outside.
 - 4. Polished surfaces: To surfaces requiring routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.
- E. Floorcoverings:
 - 1. Provide Initial strip and wax of vinyl floor covering.

F. Ventilating Systems:

1. Clean permanent filters and replace disposable filters if units were operated during construction.
2. Clean ducts, blowers and coils if units were operated without filters during construction.

G. Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean Work

H. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight exposed surfaces in all construction areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 02010 SITE CONDITIONS

PART 1-GENERAL

1.1 RELATED INFORMATION

Related information and requirements are included in the General and Supplementary Conditions with regard to existing underground utilities.

Unforeseen Physical Conditions – Section 00811
Existing Utilities and Underground Structures – Section 02016

1.2 INFORMATION ON SITE CONDITIONS

- A. All information obtained by the engineer regarding site conditions, subsurface information, groundwater elevations, existing constructions of site facilities, and existing underground utilities and similar data are shown on the plans or provided herein.
- B. Information derived from inspection of topographic maps, or from plans showing locations of utilities and structures will not in any way relieve Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the contract documents.
- C. Information provided by the California State Department of Parks and Recreation regarding the archaeological significance of the site and conditions of approval have been made available to all bidders and the successful contractor. It is the Contractor's responsibility to provide necessary notification prior to scheduled excavation to permit adequate notification for archaeological monitoring. All excavations shall be conducted in accordance with conditions of approval unless specifically modified by the Archaeological Monitor in writing. See Section Specification Section 00801 Supplementary General Conditions and approval documents for additional information.

1.3 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall satisfy himself as to the nature and location of the work and the general and local conditions.
- B. The contractor further shall satisfy himself as to the character, quality, and quantity of surface and subsurface materials to be encountered by performing site inspections, reviewing soils report (if applicable) and reviewing any other pertinent information including conditions of approval and related documents from State and County Authorities. Failure of the contractor to acquaint himself with the site and all available information will not relieve him of the responsibility for properly estimating the difficulty or cost of completing the work.

- C. The Contractor shall anticipate underground obstructions such as utility lines, concrete, water table and variation hereof due to rainfall, soil conditions and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the contractor with all known underground obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating all underground obstructions.
- D. In the event the Contractor encounters archaeologically significant materials notify the Archaeological Monitor, County Representative and/or State Representative Immediately.

END OF SECTION

SECTION 02016
EXISTING UTILITIES AND UNDERGROUND STRUCTURES

PART 1 - GENERAL

1.1 DESCRIPTION

Related requirements specified elsewhere: See Division 1 regarding general conditions specific to the contract.

See also Plans for location of utilities and underground structures as are they believed to exist.

1.2 CALIFORNIA ADMINISTRATIVE CODE

- A. Section 1540(a)1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:
- (1) "Prior to opening and excavation, effort shall be made to determine whether underground installations; i.e., sewer, water, fuel, electric lines, etc. will be encountered and, if so, where such underground installations are located. When the excavations approaches the approximate locations of such an installation, the exact location shall be determined by careful probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation."
- B. The engineer has determined their locations as well as existing mapping permits. However, in line with California's Administrative Code, Section 1540, Contractor shall make the effort to determine the exact location of underground installations.

PART 2 - PRODUCTS-OWNERS

2.1 UTILITIES AFFECTED

- A. Electrical: Pacific Gas and Electric Company, Fort Bragg, California, 95437. In this area, P.G. & E. has control of overhead and underground power only. It should be noted that where overhead service to a structure known requiring it, does not exist, then underground power service shall be assumed to exist. For underground utility location call (800) 642-2444.
- B. Gas: Contact State Parks for confirmation of locations.
- C. Water Service: Owner
- D. Drainage & Roads: The county of Mendocino, D.O.T. 707-463-4363
- E. Telephone: Pacific Telephone has offices in Ukiah, (707) 468-2645 for assistance

with location of underground telephone facilities.

2.2 PRIVATE UTILITIES AFFECTED

No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems, electrical conduits, sanitary sewage septic tanks and leach field disposal systems, gas pipes, etc. It is the responsibility of the Contractor to contact the various individual property owners prior to construction in such areas.

PART 3 - EXECUTION

3.1 LOCATION OF UTILITIES

- A. Pacific Gas and Electric Company has been cooperative in the past about remarking their facilities and making available personnel to assist in location of gas and electrical facilities. Underground electrical lines may exist in the project area: locate prior to digging.

3.2 CONTRACTOR RESPONSIBILITY

The contractor shall anticipate water, gas, electrical, telephone, and cable TV services to each residence, as well as water, telephone, electrical, cable TV, and gas mains in the streets to serve various residences. It may be expected that there will be variation in location from that as shown on the Plans to the actual location. Actual location can best be determined in the field after remarking by the various utilities affected.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

It should be understood that the various utilities are indicated on the Plans to show only the approximate location and must be verified in the field by the Contractor. The various utilities will cooperate with the Contractor to endeavor to familiarize him with all unknown underground utilities obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating their actual location and depth.

END OF SECTION

SECTION 02070
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Carefully demolish and remove from the site those items scheduled to be so demolished and removed. Carefully remove and store for future use those items scheduled to be reused.

1.2 APPLICABLE CODES AND REGULATIONS:

- A. General Requirements: See Specification Section 01010 - Summary of Work.
- B. Recycling Requirements: This project is subject to the Mendocino County "Construction and Demolition Recycling and Reuse" Ordinance and the Department of Toxic Substances Control "Requirements for Generators of Treated Wood Waste."
- C. Air Quality Requirements: All materials and workmanship shall comply with all current requirements of the Mendocino County Air Quality Control District. Provide all application materials, fees and documentation necessary to obtain all permits required by the Mendocino County Air Quality Control District. Obtain approval for all operations and present to the Owner, at the close of construction, signed copies of all required permits indicating successful completion of all permit requirements.

1.3 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.

1.4 FIELD CONDITIONS

- A. Hazardous Materials: It is expected that hazardous materials WILL be encountered in the Work. The County has completed an Asbestos and Lead Inspection and Report, referenced in Specification Section 00801 Supplementary General Conditions and summarized below. It is the responsibility of the contractor and all subcontractors to familiarize themselves with this report and the proper handling and disposal of any hazardous materials encountered in the work.
 - 1. The Contractor shall submit Air Quality Notification with the Hazardous Materials Survey to the Mendocino County Air Quality Management District and secure permit approval before start of demolition. Provide a copy of the permit to the County.
 - 2. Analytical results of window glazing and roof penetration mastic indicate the

presence of chrysotile asbestos. Removal and legal disposal of these materials shall be performed by a licensed asbestos abatement contractor as a part of this contract.

3. The county will provide observations, inspections, testing and clearances as required through our certified Hazardous Materials Consultant.
4. Other Hazardous Materials encountered in the work requiring removal or handling by a licensed abatement contractor shall be removed or handled at the expense of the County.
5. If additional suspected hazardous materials are encountered, do not disturb; immediately notify the County. Testing and removal, if necessary will be performed at the expense of the County.
6. Paint chips from the exterior walls and trim contain lead. Removal of building materials with lead containing painted surfaces should include provisions to minimize the potential for airborne release of lead contaminated dust.

PART 2 – PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 DEMOLITION

- A. By careful study of the Contract Documents, determine the items to be salvaged for reuse.
- B. In company with the Architect, visit the site and verify the extent and location of selective demolition required.
 1. Carefully document the condition, location and orientation of existing elements of historical significance to enable workmen to reinstall existing or replacement elements as required in the contract documents.
 2. Carefully identify limits of selective demolition and items to be reused.
- C. Prepare and follow an organized plan for demolition and removal of items.
 1. Shut off, cap, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction.
 2. Completely remove items scheduled to be so demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.
 3. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.
- D. Salvage of Existing Materials

Remove existing materials identified in the Contract Documents which are suitable for reuse. Stack all salvaged materials in a safe place with wood boards separating units and wood protection all around. Salvaged materials shall be protected from damage by the contractor until the completion of the demolition contract.

- E. Items identified on the Drawings as "existing" (Contractor shall remove and/or protect all such items during the course of construction and reinstall the items at the locations indicated on the plans at the end of the construction. Contractor shall provide all mounting brackets, hardware, clips, fasteners, adhesives, mortar, grout, electrical hookups, electrical circuits, junction boxes, outlets, meters, panel boxes, wiring runs, circuit breakers, plate covers backing in structure, plumbing hookups, connectors, pipe fittings, drain and waste piping, ducts, vents, flashing exit caps, condensate piping, condensate drainage, or other materials, and all labor required for rough-in utilities needed for complete and proper installation of these items.)
- F. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

3.2 REPLACEMENTS

- A. In the event of demolition of items not so scheduled to be demolished, promptly replace such items to the approval of the Architect and at no additional cost to the Owner.

END OF SECTION

SECTION 02080
CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Construction waste shall be managed in conformance with the applicable codes and regulations listed below.

1.2 APPLICABLE CODES AND REGULATIONS:

- A. General Requirements: See Specification Section 01010 - Summary of Work.
- B. Recycling Requirements: This project is subject to the Mendocino County "Construction and Demolition Recycling and Reuse" Ordinance and the Department of Toxic Substances Control "Requirements for Generators of Treated Wood Waste."
- C. This project is subject to the requirements of the most recent edition of the California Green Building Standards Code (CALGreen) with current State and Local amendments.

1.3 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 SITE AND SURFACE CONDITIONS

- A. Examine areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 CONSTRUCTION WASTE MANAGEMENT

- A. By careful study of the Contract Documents, determine the location and extent of construction waste management to be performed.
- B. In company with the Architect, visit the site and verify the extent and location of construction waste management required.

1. Carefully identify limits of selective demolition.
 2. Mark interface surfaces as required to enable workmen to identify items to be managed according to the requirements of this section.
- C. Prepare and follow an organized plan for construction waste management.
1. Establish a location on site for construction waste management tasks. Sort waste into required categories and stockpile materials until ready for disposal.
 2. Develop an organized plan for construction waste management and fully inform all employees of the requirements and conditions.
 3. Use means necessary to prevent dust, airborne debris and waterborne debris from becoming a nuisance to the public, to neighbors, workers and to other work being performed on or near the site.
- D. Disposal of Materials
1. Completely remove items scheduled to be removed from site, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.
 2. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.

3.3 SUBMITTALS:

- A. Submit construction waste management plan, disposal confirmation and any other required documentation to governmental agencies having jurisdiction, Architect and Owner.

END OF SECTION

SECTION 02100
SITE PREPARATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnish all labor, material and equipment to clear site of all trees, shrubs, and otherwise objectionable materials from within the construction area.

1.2 RELATED WORK

- A. Section 02016: Existing Utilities & Underground Structures
- Section 02200: Earthwork
- Section 02210: Site Grading
- Section 02220: Excavating, Backfilling and Compacting

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

3.1 LAYOUT

- A. Control stake and roadway layout shall be provided by the owner.
- B. Contractor shall be responsible for identifying and preserving control points for the work.
- C. The area to be cleared and grubbed shall be laid out and approved by the Engineer prior to removal.
- D. Work in this section shall be performed prior to any other site development.

3.2 REMOVAL AND DISPOSAL OF MATERIAL

- A. All unsuitable material, vegetable growth and debris cleared or stripped from the site shall be completely removed from the site.
- B. Remove organic topsoil at excavated areas. Stockpile on-site for re-use as finish earth fill.

END OF SECTION

SECTION 02200
EARTHWORKPART 1-GENERAL

1.1 DESCRIPTION

- A. Earthwork shall consist of performing all operations necessary for excavation, embankment, subgrade preparation, fill and grading where applicable.
- B. All work shall conform to the lines, grades, and cross-sections or elevations shown on the Plans. Prior to placing embankment or fill, the area shall be cleared and grubbed in conformance with Section 02100. The exposed area shall then be disked, plowed, benched and/or compacted as directed by the Engineer or specified herein, to insure proper bonding and compaction.
- C. Existing power and telephone lines, trees, fences pipelines or other conduits, embankments, and structures in the vicinity of the work shall be supported and protected from injury by the Contractor during the construction and until the completion of the work. The Contractor shall be liable for all damages to such structures, as herein provided, and shall save and keep the Owner and Engineer harmless from any liability or expense for injuries, damages, or repairs to same.
- D. A thorough attempt has been made to show type, size, location, and number of all utilities. However, no guarantee is made as to the location and number of such utilities. The Contractor shall repair, in a manner satisfactory to the Engineer, all utilities damaged by the progress of his work. The Contractor shall notify all Owners of utilities of commencement of work and sufficiently in advance to have the utilities mark the location of their facilities. The Contractor shall be prepared at all times with labor, equipment, and materials to make repairs on damaged mains or utilities.
- E. The project is subject to the conditions for approval included in the California Department of Parks and Recreation CEQA Project Evaluation No. 11293. This and other approval documents are available for review by the Contractor. The Contractor shall comply with the conditions for approval included in the CEQA Evaluation and other approval documents. See Section Specification Section 00801 Supplementary General Conditions and approval documents for additional information.
- F. Related items described elsewhere:
 - 1. Site Conditions Section 02010
 - 2. Existing Utilities and
Underground Structures Section 02016
 - 3. Site Preparation Section 02100
 - 4. Site Grading Section 02210
 - 5. Excavating, Backfilling

6. and Compacting
California Department of Parks and
Recreation Archeological Review

Section 02220
CEQA No. 11293

1.2 QUALITY ASSURANCE

- A. Qualifications of workmen: Provide sufficient skilled workmen and supervisors who shall be present at all times during the execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.
- B. Codes and Standards:
1. Whenever a test method is referenced in this Section it shall be made in accordance with most current test methods in use by the California Department of Transportation (Caltrans) as listed in the State Standard Specifications, latest edition, or ASTM method as listed below:

<u>Test</u>	<u>Method</u>
Relative Compaction	ASTM D1557
Sand Equivalent	CA #217
Sieve Analysis (Grading)	CA #202
Percentage of Crushed Particles	CA #205
Durability Index	CA #229
Cleanness of Course Aggregate	CA #227
 2. Where reference is made to the State Standard Specifications, reference shall mean the State of California, Business and Transportation Agency, Department of Transportation (Caltrans), Standard Specifications, latest edition, excluding measurement and payment sections.

1.3 TESTING AND MONITORING

- A. Compaction testing will be performed by an owner approved agency. The Owner will pay for all initial compaction testing. Any area not meeting the required compaction will be reworked until the required density has been attained. The contractor shall pay for all re-testing of failed areas.
- B. A minimum of 24 hours' notice shall be given to the Owner by the Contractor prior to commencing or re-commencing any grading operation. Additional time may be required to schedule Archeological Monitors or for testing and review of proposed materials.

PART 2 - PRODUCTS

2.1 UNCLASSIFIED EXCAVATION

Excavation is unclassified. The Contractor shall complete all excavation regardless of the type, nature, or condition of the materials encountered. The Contractor shall make his own estimate of the kind and the extent of the various excavation and embankment materials necessary to accomplish the work.

2.2 EMBANKMENT FILL MATERIAL

Shall be native material, free of organic or other deleterious matter and shall not contain lumps or stones larger than 4-inch in maximum dimension.

2.3 CRUSHED GRAVEL FOR BACKFILL UNDER FOOTING AND CONCRETE SLABS

One-inch minus, crushed gravel or crushed rock, free from dirt, clay balls and organic material, uniformly graded from coarse to fine, containing sufficient fines for proper compaction but no more than 12 percent by weight shall pass the No. 200 sieve. Material conforming to California Standard Specification for Class 2 aggregate base, 3/4 inch maximum may be used.

2.4 WATER FOR COMPACTION

Water shall be cleaned and free of oil, acids, salts, and other deleterious substances. Contractor shall furnish as required. City water may not be available for Contractor's use.

2.5 MATERIAL APPROVAL

Submit samples of materials to Engineer for approval prior to placing orders. Samples shall be representative and be clearly marked to show source of the material and the intended use on the project.

2.6 COMPACTION REQUIREMENTS

Relative compaction tests will be made every 12" in accordance with ASTM D1557 on all fills, subgrades and baserock. The Contractor shall make all necessary excavations for compaction tests. Excavations for compaction tests shall be backfilled with material similar to that excavated and compacted to the specified density by the Contractor. Trench compaction shall conform to CalTrans Standard Specifications. Base or gravel under structures shall be compacted to 95 percent relative compaction. All engineered fills shall be compacted to a minimum of 90% relative compaction. The top 6" of subgrade and all baserock shall be compacted to 95% R.C.

2.7 COMPACTION EQUIPMENT

All compaction shall be made by mechanical means unless the Contractor can demonstrate other means that will accomplish required compaction to the satisfaction of the Engineer. Compaction equipment shall be suitable type and adequate to obtain the densities specified and approved. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations. Equipment shall be maintained such condition that it will deliver the manufacturer's rated compactive effort.

PART 3 - EXECUTION

3.1 CLEARING AND GRUBBING

Clearing and grubbing shall conform to project conditions of approval and Caltrans standard

specifications.

3.2 DISPOSAL OF WASTE MATERIAL

No burning of any waste materials will be allowed.

3.3 EXCAVATION BY HAND

All ground disturbances including trenching and/or grading will be dug by hand only. The archaeological monitor assigned to the project shall be the only person authorized to waive this requirement. . See Section Specification Section 00801 Supplementary General Conditions and approval documents for additional information.

3.4 UNCLASSIFIED EXCAVATION

Perform all unclassified excavation of every description, regardless of the type, nature, or condition of material encountered, as specified, shown, or required to accomplish the construction. The Contractor shall control excavations and stockpiling in a manner to prevent water from entering the excavations. Materials for fill, backfill, or for protection of excavations from surface drainage shall be neatly placed and kept shaped so as to cause no interference with public travel.

3.5 STRUCTURAL EXCAVATION (UNCLASSIFIED)

Excavation is unclassified. Excavate for structures to the lines and grades shown or as required to accomplish the construction. Perform all excavation regardless of the type, nature, or condition of the material encountered.

3.6 LIMITS OF EXCAVATION

Excavate to the depths and widths, as shown. Allow for forms, working space, gravel base, and finish topsoil where required. Do not carry excavation for footings and slabs deeper than the elevation shown or required. Excavation carried below the grade lines shown or established by the Engineer shall be replaced with approved compacted fill material at the contractor's expense. Over excavations under footings shall be filled with concrete of equal strength to that of the footing. Cuts below grade shall be corrected by similarly cutting adjoining areas and creating a smooth transition. The Contractor shall bear all costs for correcting over excavated areas.

3.7 PROTECTION OF EXCAVATION

Excavations and trenches shall be properly sheathed, shored braced and/or sloped to support adjacent earth banks, structures, construction materials, and equipment and to provide safe working conditions. No trench, pit, or other excavation shall remain open longer than is necessary to expeditiously carry out the work.

Shoring shall conform to Section 02400

3.8 REMOVAL OF WATER

- A. The Contractor shall provide, install, and maintain at all times during construction, sufficient means and facilities with which to divert, remove, and properly dispose of all water from any source. The Contractor shall maintain all work and excavations in a clean, dry, and safe condition.
- B. Water from surface runoff shall be diverted as necessary to prevent accumulation of water on the site. Construct the necessary ditches and structures and take such precautions necessary to protect both the work and adjacent property.
- C. De-watering shall be accomplished by methods that will ensure a water free excavation, that will preserve the final lines and grades of the bottom of the excavations, and that will maintain the groundwater level at least two feet below excavation grades.
- D. Water disposal shall meet Federal, State, and local requirements and as specified.

3.9 SITE GRADING

- A. Perform all earthwork to the lines and grades as shown and/or established by the Engineer. Shape, trim, and finish slopes to conform with the lines, grades, and cross sections as shown or approved. Make slopes free of all exposed roots and stones exceeding 2 inches in diameter which are loose and liable to fall. Round tops of banks to circular curves, in general, not less than a 6-foot radius. Rounded surfaces shall be neatly and smoothly trimmed.
- B. Work that has been suspended by weather, scheduling or for any other reason, shall be protected against the effects of such weather or other conditions. Grading which has been considered acceptable, but which has been subsequently damaged shall be reworked to meet the requirements of the Specifications.
- C. All grades shown on the Plans are expressed as finished elevations.

3.10 SETTLEMENT

Any settlement in backfill, fill, or in structures built over backfill or fill, which may occur within the guarantee period will be considered to be caused by improper compaction methods and shall be corrected at the Contractor's expense. Any structures damaged by settlement shall be restored to their original condition by the Contractor at no cost to the Owner.

3.11 STRUCTURAL BACKFILL

- A. Preparations for placing backfill under and around structures:
 - 1. Backfill around concrete structures only after the concrete has attained 75 percent of the specified compressive strength. Remove all form materials and trash from the excavation before placing any backfill. Obtain the Engineer's approval of concrete work and attained strength prior to backfilling.
 - 2. Do not operate heavy earth moving or heavy compaction equipment except

on hardened surfaces of roads or parking areas. Compact backfill within 1 foot of the wall with hand held tampers. Between distance of 1 foot and 5 feet from the wall, lightweight mechanized compaction equipment may be used. Equipment or methods used to place and compact backfill shall not damage the structure or adjacent native landscapes. Any damage to structures resulting from the operation of equipment at any time shall be repaired by the Contractor at no additional expense to the Owner. Care shall be exercised in the execution of compactive effort to avoid over compacting backfill adjacent to walls.

3. Crushed gravel backfill under footings, slabs and structures: Grade and prepare ground surface to receive crushed gravel. Obtain Engineer's approval prior to placing gravel backfill. Provide a minimum 4-inch depth under concrete footings, slabs, sidewalks, and structures, and as shown on the Plans. Deposit material in lifts not exceeding 6-inches. Compact each lift to at least 95% R.C.

END OF SECTION

SECTION 02210
SITE GRADING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specific herein, and as needed to meet the requirements of the construction shown in the Contract Documents.
- B. Related work: Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.

Section 02010: Site Conditions
Section 02016: Existing Utilities and Underground Structures
Section 02100: Site Preparation
Section 02220: Excavating, Backfilling and Compacting

1.2 QUALITY ASSURANCE

- A. Reference is made to the State of California, CALTRANS Standard specifications, latest edition, and are hereby included as a part of these specifications with the exception of the Payment paragraphs. All applicable subsections of Section 19 shall apply to this work.

PART 2-PRODUCTS

2.1 SOIL MATERIALS

- A. Fill material is subject to the approval of the Engineer and is either that material removed from excavations or imported from off-site borrow areas, predominately granular non- expansive soils, free from roots and other deleterious matter.
- B. Where and if shown on the Drawings or otherwise required provide topsoil consisting of friable, fertile soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonable free from subsoils, roots, heavy or stiff clay, stones larger than 2" in greatest dimension, noxious weeds, sticks, brush, litter, and other deleterious matter.

PART 3-EXECUTION

A. Site Cleaning:

Disposal of materials: Remove rubbish and other undesirable materials resulting from site clearing operations; dispose of same off premises. Burning of materials will not be

permitted on premises. Upon completion of site clearing work, premises shall be neat, clean and in condition to receive subsequent work.

END OF SECTION

SECTION 02220
EXCAVATING, BACKFILLING AND COMPACTING

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Excavate, backfill, compact and grade the site to the elevations shown on the Drawings, as specified herein, and as needed to meet the requirements of the construction shown in the Contract Documents.

1.2 RELATED WORK

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

Section 02010:	Site conditions
Section 02016:	Existing Utilities And Underground Structures
Section 02100:	Site Preparation
Section 02200:	Earthwork
Section 02210:	Site Grading
Section 02400:	Shoring and Trench Safety

1.3 QUALITY ASSURANCE

- A. Reference is made to the State of California, CALTRANS standard specifications, latest edition, and are hereby included as a part of these specifications with the exception of the Payment paragraphs. All applicable subsections of Section 19 shall apply to this work.

PART 2-PRODUCTS

2.1 SOIL MATERIALS

- A. Fill material is subject to the approval of the Engineer, and is that material removed from excavations or imported from off-site borrow areas, predominantly granular free-draining and non-expansive soils, free from roots and other organic or deleterious matter.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Area: Following clearing of the site (Section 02210) excavate the loose soil condition to a depth of approximately 2-4 inches below existing grade, the exact depth and limits of

excavation must be determined by the soils engineer.

- B. Pavement and walk area: After site clearing, excavate material to a depth as shown on the plans, to permit placement of compacted fill material and/or pavement rock base as indicated.

3.2 PLACEMENT OF FILL

- A. Placement of fill: In fill areas remove ground cover and scarify soil to a depth of 6". Provide moisture conditioning and compact per ASTM D 1557, and UBC latest edition. Remove wood and other rubbish before placing fill materials. Place fill material in horizontal layers 6" in depth, moisture condition as required and compact to the percent compaction shown on the plan.
- B. Do not place backfill until work has been inspected, tested and approved. Place select on-site excavated soil evenly in horizontal layers no thickness of any layer not to exceed 6". Place each layer, spread evenly and bring to proper moisture content and compact to the relative compaction indicated as determined by the Modified AASHO Method of Compaction, ASTM D 1557, and UBC latest edition.
- C. Subgrades: subgrade material for parking areas shall be compacted to a relative compaction of 95% for a minimum depth of 6" below grading plane.
- D. Embankment Construction: relative compaction of not less than 95% shall be obtained in all material in the embankment and extending 6" below natural grade.
- E. Foundation or Structural Areas: The exposed soil is to be reviewed by the soils engineer scarified and compacted to at least 95% relative compaction.

END OF SECTION

SECTION 02230
AGGREGATE BASE

PART 1-GENERAL

1.1 DESCRIPTION

Furnish all labor, materials and equipment, complete, to provide for spreading and compacting aggregate base under asphalt concrete pavement where indicated on the plans.

1.2 RELATED WORK

A. Section 02100: Site preparation

1.3 QUALITY ASSURANCE

Reference is made to the State of California, CALTRANS Standard Specifications, latest edition, and is hereby included as a part of these specifications with the exception of the Payment paragraphs.

PART 2- PRODUCTS

2.1 AGGREGATE BASE

Shall be class 2, 3/4" maximum size, minimum R value of 70, minimum sand equivalent of 30.

PART 3- EXECUTION

3.1 PLACEMENT OF BASE

- A. Placement of aggregate base shall be in strict accordance with CALTRANS standard specifications.
- B. Placement of base rock shall be accomplished after all other underground construction has been completed in the base rock area.
- C. Aggregate base shall be placed at a relative compaction of 95% as determined by the Modified AASHO Method of Compaction, ASTM D- 1557, C.A.C. titles 21 and 24, and CBC2010 edition.

SECTION 02370
GEOTEXTILE FABRIC

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Geotextile to prevent soil loss resulting in excessive scour and to prevent hydraulic uplift pressures causing instability of energy absorbing armor permanent erosion control system. This specification does not apply to other types of geosynthetic soil erosion control materials such as turf reinforcement mats.

1.3 DEFINITIONS

- A. Minimum Average Roll Value (MARV): Property value calculated as typical minus two standard deviations. Statistically, it yields a 97.7 percent degree of confidence that any sample taken during quality assurance testing will exceed value reported.

1.4 SUBMITTALS

- A. Submit the following :

1. Certification: The contractor shall provide to the Architect a certificate stating the name of the manufacturer, product name, style number, chemical composition of the filaments or yarns and other pertinent information to fully describe the geotextile. The Certification shall state that the furnished geotextile meets MARV requirements of the specification as evaluated under the Manufacturer's quality control program. The Certification shall be attested to by a person having legal authority to bind the Manufacturer.
2. Quality Standards: The contractor shall provide to the Architect the Manufacturer's Quality Control Plan along with their current A2LA, GAI- LAP, and ISO 9001:2000 certificates.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications:

1. The geotextile Manufacturer shall have all of the following credentials:
 - a. Geosynthetic Accreditation Institute (GAI)- Laboratory Accreditation Program (LAP)
 - b. American Association for Laboratory Accreditation (A2LA)
 - c. ISO 9001:2000 Quality management System

- B. The geotextile Manufacturer shall have a GAI-LAP accredited laboratory at the location of production capable of performing the ASTM tests as outlined in the specification.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Geotextiles labeling, shipment, and storage shall follow ASTM D 4873. Product labels shall clearly show the manufacturer or supplier name, style name, and roll number.
- B. Each geotextile roll shall be wrapped with a material that will protect the geotextile from damage due to shipment, water, sunlight, and contaminants.
- C. During storage, geotextile rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, flames including welding sparks, excess temperatures, and any other environmental conditions that may damage the physical property values of the geotextile.

PART 2 - PRODUCTS**2.1 MANUFACTURERS**

- A. TenCate™ Geosynthetics 365 South
Holland Drive
Pendergrass, GA, USA 30567 1-800-685-9990
1-706-693-2226
1-706-693-4400, fax
www.tencate.com

2.2 MATERIALS

- A. Geotextile:
1. The geotextile shall be manufactured with fibers consisting of long-chain synthetic polymers composed of at least 95 percent by weight of polyolefins or polyesters. They shall form a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages.
 2. Woven slit film geotextiles (i.e., geotextiles made from yarns of a flat, tape-like character) shall not be allowed.
 3. The geotextile shall meet the requirements of Table 1. All numeric values in Table 1 except AOS represent MARV in the weakest principal direction. Values for AOS represent maximum average roll values.
 4. Approved geotextiles are as follows: Elongation
=> ☐ 50 %: Mirafi® 140N

TABLE 1 - PERMANENT EROSION CONTROL GEOTEXTILE

<u>Property</u>	<u>Test Method</u>	<u>Units</u>	<u>Elongation => <input type="checkbox"/> 50%1</u>
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Grab Tensile Strength	ASTM D 4632	N (lbs)	534 (120)
Sewn Seam Strength 2	ASTM D 4632	N (lbs)	450 (101)
Tear Strength	ASTM D 4533	N (lbs)	223 (50)
CBR Puncture Strength	ASTM D 6241	N (lbs)	1335 (300)
Permittivity	ASTM D 4991	sec-1	1.7
Apparent Opening Size	ASTM D 4751	mm (U.S. Sieve)	0.212 max (70)
Ultraviolet Stability 3	ASTM D 4355	%	70

1 A measured in accordance with ASTM D 4632

2 When sewn seams are required.

3 After 500 hrs

2.3 QUALITY CONTROL

- A. Manufacturing Quality Control: Testing shall be performed at a laboratory accredited by GAI-LAP and A2LA for tests required for the geotextile, at frequency meeting or exceeding ASTM D 4354.
- B. Geotextile properties, other than Sewn Seam Strength, Burst Strength, and Ultraviolet Stability shall be tested by NTPEP to verify conformance with this specification.
- C. Sewn Seam Strength shall be verified based on testing of either conformance samples obtained using Procedure A of ASTM D 4354, or based on manufacturer's certifications and testing of quality assurance samples obtained using Procedure B of ASTM D 4354. A lot size for conformance or quality assurance sampling shall be considered to be the shipment quantity of the given product or a truckload of the given product, whichever is smaller.
- D. Ultraviolet Stability shall be verified by an independent laboratory on the geotextile or a geotextile of similar construction and yarn type.

PART 3 - EXECUTION

3.1 PREPARATION

- A. The installation site shall be prepared by clearing, grubbing, and excavation or filling the area to the design grade. This includes removal of topsoil and vegetation.

3.2 INSTALLATION

- A. The geotextile shall be placed in intimate contact with the soils without wrinkles or folds and anchored on a smooth graded surface approved by the Engineer. The geotextile shall be placed in such a manner that placement of the overlying materials will not excessively stretch so as to tear the geotextile. Anchoring of the terminal ends of the geotextile shall be accomplished through the use of key trenches or aprons at the crest and toe of the slope.
- B. The geotextile shall be placed with the machine direction parallel to the direction of water flow which is normally parallel to the slope for erosion control runoff and wave action, and

parallel to the stream or channel in the case of streambank and channel protection. Adjacent geotextile sheets shall be joined by either sewing or overlapping. Overlapped seams of roll ends shall be a minimum of 300 mm (12 in) except where placed under water. In such instances the overlap shall be a minimum of 1 m (3.28 ft). Overlaps of adjacent rolls shall be a minimum of 300 mm (12 in) in all instances.

- C. When overlapping, successive sheets of the geotextile shall be overlapped upstream over downstream, and/or upslope over downslope. In cases where wave action or multidirectional flow is anticipated, all seams perpendicular to the direction of flow shall be sewn.
 - D. Care shall be taken during installation so as to avoid damage occurring to the geotextile as a result of the installation process. Should the geotextile be damaged during installation, a geotextile patch shall be placed over the damaged area extending 1 m (3.28 ft) beyond the perimeter of the damage.
 - E. The armor system placement shall begin at the toe and proceed up the slope. Placement shall take place so as to avoid stretching and subsequent tearing of the geotextile. Riprap and heavy stone filling shall not be dropped from a height of more than 300 mm (12 in). Stone with a mass of more than 100 kg (220 lbm) shall not be allowed to roll down the slope.
 - F. Slope protection and smaller sizes of stone filling shall not be dropped from a height exceeding 1 m (3.28 ft), or a demonstration provided showing that the placement procedures will not damage the geotextile. In underwater applications, the geotextile and backfill material shall be placed the same day. All void spaces in the armor stone shall be backfilled with small stone to ensure full coverage.
 - G. Following placement of the armor stone, grading of the slope shall not be permitted if the grading results in movement of the stone directly above the geotextile.
 - H. Field monitoring shall be performed to verify that the armor system placement does not damage the geotextile.
 - I. Any geotextile damaged during backfill placement shall be replaced as directed by the Architect, at the contractor's expense.
 - J. Geotextile shall be installed in foundation drain system, planting bed drainage system and drainage sump system as shown in plans.
 - K. Any geotextile damaged during backfill placement shall be replaced as directed by the Architect, at the contractor's expense.
- 3.3 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

SECTION 02700
SITE UTILITY SYSTEMS

PART 1 - GENERAL

- 1.1 THIS SECTION includes all new connections to site utility systems and relocation and capping of all existing utility systems to be abandoned.
- 1.2 QUALITY ASSURANCE:
- A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. Plumbing Code: California Plumbing Code most recent edition with current State and local amendments.
 - C. Mechanical Code: California Mechanical Code most recent edition with current State and local amendments.
 - D. Electrical Code: California Electrical Code most recent edition with current State and local amendments.
 - E. Fire Code: California Fire Code most recent edition with current State and local amendments.
 - F. Follow utility supplier instructions for hookups. Verify each individual utility supplier's requirements. Comply with all requirements of utility suppliers.
- 1.3 SUBMITTALS:
- A. Provide manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.

PART 2 - PRODUCTS

- 2.1 Provide all materials required for maintaining all existing connections and hookups to utilities and septic system. All couplings, connectors, fittings, gaskets, screws, and any other materials and all labor necessary for maintaining or repairing existing hookups shall be included in the bid price. All piping and wiring for hookups shall be buried underground.
- 2.2 Work includes, but is not limited to, the following utility systems: Cable Service
Electrical Service Propane
Service Telephone Service
Water Service Septic System

PART 3 - EXECUTION

- 3.1 PROTECTION OF EXISTING UTILITIES: Verify the location of all existing utility services and mark all lines and conduits prior to commencing earthwork, when utilities

are encountered during the Work, carefully dig out around existing services and protect from damage during the course of construction. Any existing services which are damaged during the course of construction shall be repaired or replaced by the Contractor with materials of same type and specification at no additional cost to the Owner.

- 3.2 REPAIRS: For all manufactured products, follow manufacturer's instructions and details unless specifically modified by the Drawings and specifications using materials and methods described in the installation instructions. Contractor shall provide any and all fasteners, hardware, mounting devices, brackets, valves, special fittings, or other specialty items called for in the installation instructions in order to assure proper installation. All such items required by the installation instructions shall be provided by the Contractor at no additional cost to the Owner.
- 3.3 Comply with all relevant code requirements.
- 3.4 Comply with all requirements of utility suppliers.
- 3.5 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

END OF SECTION

SECTION 03100
CONCRETE FORMWORK

PART 1 - GENERAL

1.1 SCOPE

- A. Provide and install forms for all concrete, including site drainage, mechanical and electrical items, such as cleanouts and pads.
- B. Install all bolts, anchors, sleeves, slots and inserts furnished under other sections, except that embedded items for mechanical items are to be installed by trade involved.
- C. Coordinate with all trades to insure proper placement of all items in forms and to provide proper blockouts wherever required.

1.2 ADEQUACY AND INSPECTION

- A. Design, erect, support, brace and maintain formwork and shoring to safely support all vertical and lateral loads that might be applied until such loads can be carried by concrete.

PART 2 - PRODUCTS

2.2 MATERIALS

- A. Form material (concrete exposed to view): 5/8" (min.) DFS Plyform or steel.
- B. Form ties (concrete exposed to view): Snap-ties allowing full 1" breakback.
- C. Form ties (concrete concealed from view): Snap-ties or wire.
- D. Spreaders: Metal (no wood permitted).
- E. Form coating: FS TT-W-572; material which will leave no residue on concrete surface that will interfere with surface coating.
- F. Contraction joint material: Burke "Keyed Kold Joint" Form or approved equal, or 24 ga. galvanized steel shapes to form tongue and grooved joint. W. R. Grace and Serviced Products have equal products.
- G. Stakes: Only steel stakes are allowed when forming at ground level. (no wood stakes)

PART 3 - EXECUTION

3.1 WORKMANSHIP

- A. Form to produce smooth concrete - straight, plumb and true to plane. Concrete out of line, level or plumb will be rejected. Sloping planes shall conform to slopes shown on drawings.

3.2 CONSTRUCTION

- A. Form material shall be straight, true, sound and able to withstand deformation due to loading effects of moist curing. Material which has warped or delaminated, or requires more than minor patching of contact surfaces shall not be reused.
- B. Build forms to shapes, lines, grades and dimensions indicated. Forms shall be substantially tight to prevent leakage of mortar. Butt joints tightly and locate on solid backing. Chamfer corners where indicated. Form bevels, grooves and recesses to neat, straight lines. Construct forms for easy removal without hammering, wedging or prying against concrete.
- C. Space clamps, ties, hangers and other form accessories so that working capacities are not exceeded by loads imposed from concrete operations.
- D. Build openings into vertical forms at regular intervals if necessary to facilitate concrete placement, and at bottoms of forms to permit cleaning and inspection.
- E. Build in securely braced temporary bulkheads, keyed as required, at planned locations of construction joints.
- F. Slope tie-wires downward to outside of wall.
- G. Brace, anchor and support all cast-in items to prevent displacement or distortion.
- H. During and immediately after concrete placing, tighten forms, posts and shores. Readjust to maintain grades, levels and camber.
- I. Slabs, walks and curbs:
 - 1. Expansion joints - Install at locations indicated, and so that maximum distance between joints is 15' for exterior concrete unless otherwise shown.
 - 2. Contraction joints: Install specified keyed-type joint material where indicated on Drawings.
 - 3. Isolation joints: Install # 30 roofing felt between walls and exterior slabs or walks so that paved areas are isolated from all vertical features, except if expansion joints are specifically indicated.
 - 4. Sidewalks shall have 1/4" score marks at 4'-0" O.C. and expansion joints at 15'-0" O.C. max.

3.3 FORM COATING

- A. Before placement of reinforcing steel, coat faces of all forms to prevent absorption of moisture from concrete and to facilitate removal of forms. Apply specified

material in conformance with manufacturer's written directions.

B. Before re-using form material, clean thoroughly and recoat.

C. Seal all cut edges.

3.4 CLEANING

A. Remove all wood chips, sawdust and other debris just before concrete is to be poured. Use compressed air for inaccessible areas. Remove all water from excavations.

3.5 REMOVAL OF FORMS

A. Remove without damage to concrete surfaces.

B. Sequence and timing of form removal shall insure complete safety of concrete structure.

C. Strip forms with retarder in time for sandblasting or wire-brushing. Aggregate exposure must be accomplished within 1/2 hour after forms are removed.

END OF SECTION

SECTION 03200
CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS, and DIVISION 1, GENERAL REQUIREMENTS, apply to the Work of this SECTION.

1.2 DESCRIPTION

- A. This SECTION describes the requirements for furnishing and installing reinforcing steel for concrete and concrete unit masonry.

1.3 REFERENCED STANDARDS

- A. American Concrete Institute (ACI):
 - 1. ACI 301: "Standard Specification for Structural Concrete for Buildings".
 - 2. ACI 315: "Manual of Standard Practices for Detailing Reinforced Concrete Structures".
 - 3. ACI 318: "Building Requirements for Reinforced Concrete".
- B. American Society for Testing and Materials (ASTM):
 - 1. A82: "Standard Specifications for Cold Drawn Steel Wire for Concrete Reinforcement".
 - 2. A185: "Standard Specifications for Welded Steel Wire Fabric for Concrete Reinforcement".
 - 3. A497: "Standard Specification for Welded Deformed Steel Wire Fabric for Concrete Reinforcements".
 - 4. A615: "Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement".
- C. American Welding Society (AWS):
 - 1. D1.1: "Structural Welding Code".
 - 2. D12.1: "Welding Reinforcing Steel, Metal Inserts, and Connections in Reinforced Concrete Construction".
- D. Concrete Reinforcing Steel Institution (CRSI):
 - 1. MSP 1-76 "Manual of Standard Practice".
- E. 1995 Edition of the State Building Code (Part 2, Title 24, California Administration Code)

with current supplements and revisions, and as specified.

1.4 QUALITY ASSURANCE

- A. Allowable Fabricating and Placing Tolerances: ACI 301.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. After fabrication, reinforcing steel shall be bundled and tagged for identification at the site. Tags shall identify the steel by the reinforcement item marking indicated on the approved Shop Drawings and the quantity of such item contained in the bundle.
- B. Reinforcing steel shall be delivered from the mill in securely tied bundles, each bundle limited to one size and grade of material. Plastic or metal tags in an exposed position on each bundle shall identify the mill, the melt or heat number, and the grade and size material.
- C. Segregate so as to maintain identification after bundles are broken.
- D. Store off the ground, protected from the elements and contaminants which would adversely affect bond.
- E. Maintain on site sufficient supply of tested and approved reinforcing steel to avoid delays in Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Reinforcing Bars: See plan for grade. Bars larger than No. 2 are deformed Welded Wire Fabric: ASTM A185 or A497; yield point not less than 70,000 psi.
- B. Wire fir Ties, Stirrups, and Spiral Reinforcement: ASTM A82, black, annealed, 16 gauge or heavier for ties.
- C. Spacers, Bar Supports, and other Accessories: In accordance with ACI 315. Where portions of accessories will be within 1/2 inch of concrete surfaces exposed to weather, accessories shall be made of non-corrosive material or shall be protected against corrosion. Aluminum will not be acceptable.

2.2 FABRICATION

- A. Fabrication of reinforcement shall proceed only after approval of bar lists and Shop Drawing. Each unit of reinforcement shall be fabricated to conform to the approved bar list and Shop Drawings.
- B. Reinforcing steel shall be bent cold and shall not be straightened or re-bent in a

manner that will damage the material.

- C. Conform with fabrication tolerances and requirements of ACI 315 where specific details are not indicated or where Drawings and Specifications are not more demanding.
- D. 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.
 - 3. Bars with reduced cross section due to excessive rusting or other cause.
- E. Where positive identification of the heat number cannot be made or where random samples are to be taken, then one series of tests shall be made from each 2 1/2 tons or fractions thereof, of each size of reinforcing steel.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that conditions are satisfactory for the installation of concrete reinforcement. If unsatisfactory conditions exist, do not commence the installation until such conditions have been corrected.
- B. Reinforcement shall not be placed until the forms have been carefully cleaned and approved. Before being placed in position, bars shall be thoroughly cleaned of loose mill and rust scale and of coatings of any character that will destroy or injure the bond.
- C. Before any concrete can be poured on any particular portion of the building, the reinforcing steel shall be checked and approved. Any errors or discrepancies found shall be corrected before concrete may be placed. All welding shall be full-time visually inspected by an approved Testing Agency.

3.2 INSTALLATION

- A. At time of concrete placement, reinforcement shall be free of paint, oil, dirt, scale, loose rust, or any other coating that could adversely affect the bond with concrete.
- B. Reinforcement shall be supported and fastened together to prevent displacement of concrete, beyond tolerances specified in ACI 301. Sizes and dimensions of supports shall be as required to position steel as indicated on approved Shop Drawings and in accordance with minimum concrete protective covering requirements of ACI 301. Reinforcing shall be so secured that it may be walked on without displacement.
- C. Embedded Reinforcement: Unless specifically permitted, do not bend reinforcement

after being partially embedded in hardened concrete.

D. Welding:

1. Reinforcing bars shall not have welded joints, unless indicated on approved Shop Drawings or required by Architect. Welded re-bars shall comply with ASTM A706 or Equivalent chemical analysis.
2. Welding, if required, shall conform to requirements of AWS D12.1 and shall be performed by AWS-qualified welders.
3. All welding will be continuously inspected by the approved Testing Laboratory.

E. Protection Against Rust:

1. Where there is danger of rust staining adjacent surfaces, wrap reinforcing with impervious tape or otherwise prevent rust staining.
2. Remove protective materials, and clean reinforcement as required before proceeding with concrete placement.

F. Misplaced Reinforcing:

1. If any reinforcing bars are found to be misplaced after concrete has been placed, the Engineer shall be notified immediately; and no correction and cutting shall be made without his approval.
2. Misplaced bars shall not be bent or kinked.
3. Any redesign and/or alterations, corrections, or placement of concrete or reinforcing required because of misplaced bars shall be performed at no additional expense to the Owner.

G. Reinforcing Dowels:

1. Where indicated, provide new reinforcing dowels set into existing concrete construction.
2. Drill holes to size and depth require, clean holes thoroughly of dust and debris, and set and secure dowels using epoxy grout as approved and per manufacture's requirements.

END OF SECTION

SECTION 03300
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

- 1.1 THIS SECTION includes cast-in-place concrete shown on the Drawings, as specified herein, and as needed for complete and proper installation.
- 1.2 QUALITY ASSURANCE:
 - A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. "Specification for Structural Concrete for Buildings," ACI 301-89 is a standard intended to be used essentially in its entirety, by referral in project specifications, to cover all usual requirements for cast-in-place concrete for buildings.
- 1.3 SUBMITTALS:
 - A. Submit certified copies of mix designs for each concrete class specified including compressive strength test reports.
 - B. Certification that materials meet requirements specified.
 - C. Provide manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.

PART 2 - PRODUCTS

- 2.1 Comply with pertinent provisions of ACI 301-89, except as may be modified by supplemental requirements stated in Part 3 of this Section.

PART 3 - EXECUTION

- 3.1 INSTALLATION: For all manufactured products, follow manufacturer's installation instructions and details as specifically modified by the Drawings and Specifications using materials and methods described in the installation instructions. Contractor shall provide any and all fasteners, hardware, mounting devices, brackets, special fittings, or other specialty items called for in the installation instructions in order to assure proper installation. All such items required by the installation instructions shall be provided by the Contractor at no additional cost to the Owner.
- 3.2 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the

Certificate of Substantial Completion.

- 3.3 SURFACE CONDITIONS: Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- 3.4 SUPPLEMENTAL REQUIREMENTS: Where consistent with the design shown on the drawings and in these Specifications, provide the products and activities described in ACI 301-89 except as modified below. **Item numbers cited below are item numbers contained in ACI 301.**
- A. Definitions: Delete the definition of "Contract Documents" and refer to the definition given in the General Conditions of the Contract.
 - B. Strength of Concrete:
 - 1. For slabs on grade: 2500 psi
 - 2. For wall footings: 2500 psi
 - 3. For column footings: 3000 psi
 - C. Use of earth cuts as forms: Earth cuts may be used as forms for vertical concrete when specifically so approved by the Architect and governmental agencies having jurisdiction, and when concrete is at least 2" thicker than thickness shown for formed concrete.
 - D. Shop Drawings for formwork: Design of formwork is the responsibility of the Contractor.
 - E. Minimum strengths of concrete to be reached before weight- supporting formwork and shoring may be removed:
 - 1. Formwork not supporting concrete (such as sides of beams, walls, columns, or similar parts of the Work) may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided that curing and protecting operations are maintained.

F. Types of grades of reinforcing steel:

1. Comply with ASTM A165:
 - a. Reinforcing steel in walls and slabs and reinforcing in masonry; #5 and under: Use grade 40.
 - b. All other: Use grade 60

G. Welded wire fabric: Comply with ASTM A185

H. Reinforcement supports: Provide plastic-tipped chairs and accessories for work exposed to view, exposed to weather, or where rust would impair applied finish, so that finished surface will not be marred or stained.

I. Expansion joints materials: Comply with ASTM D 944 and ASTM D 1751 or ASTM D 1752 as appropriate.

J. Finishes for formed surfaces;

1. Provide "rough form finish" for concealed concrete.
2. Provide "board formed finish" for all other concrete.

K. Types of slab finishes:

1. Provide "smooth trowel finish" for all interior surfaces.
2. Provide "broom finish" for patios, landings and walkways.

END OF SECTION

SECTION 05500 MISCELLANEOUS METALS

PART 1 - GENERAL

- 1.1 THIS SECTION outlines general requirements for all miscellaneous metal work.
- 1.2 QUALITY ASSURANCE:
 - A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. In addition to complying with pertinent codes and regulations of all government agencies having jurisdiction, unless otherwise specifically directed or permitted by the Architect, comply with the recommendations contained in the most recent editions of the following publications:
 - Welding Manual
published by American Welding Society
 - Steel Construction Manual published by:
American Institute of Steel Construction
1 East Wacker Drive, Suite 3100
Chicago, IL 60601-2001
(312) 670-2400
 - C. Material quality standards, grades, load and stress ratings and connector schedules given in this Section and in the General Notes of the Drawings are MINIMUM values. Refer to Structural Drawings (S series sheets) for grades, load and stress ratings and connector schedules specific to this project. Where quality standards given on the Structural Sheets exceed values indicated in this Section or in the General Notes, values given on the Structural Drawings shall take precedence. Where quality standards given on the Structural Sheets are less than the values given in this Section or in the General Notes, the HIGHEST of the values shall take precedence.
- 1.3 SUBMITTALS:
 - A. Provide manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.
 - B. Shop Drawings: Submit Shop Drawings of all pipe railings showing all dimensions and methods of attachment.

PART 2 - PRODUCTS

- 2.1 MATERIALS:

- A. Steel Plates, Shapes, Bars: ASTM A 36.
- B. Galvanized Steel Sheet: ASTM A 526, G 90, mill phosphatized.
- C. Galvanizing: ASTM A 386 for assembled products; A 123 for iron and steel hardware. All materials designated as "Galvanized" shall be Hot-Dip Galvanized. No Mechanical or electro-galvanization permitted.
- D. Anchor Bolts, washers, nuts, joist hangers, clips, connectors and other framing items in contact with Pressure Treated wood at interior locations shall be Hot-Dip Galvanized in accordance with ASTM G 185, Simpson ZMAX, USP Triple Zinc G-185, type 316 stainless steel optional or equal products of other manufacturers. Galvanized fasteners shall be used with all galvanized framing connectors.

2.2 MISCELLANEOUS METAL ITEMS:

- A. Rough Hardware: Furnish custom fabricated bolts, plates, anchors and other miscellaneous steel and iron hardware required for framing, supporting and anchoring woodwork.
- B. Steel angles and lintels: Fabricate to sizes shown. Galvanize after fabrication.

PART 3 -EXECUTION

- 3.1 PERFORM cutting, drilling, and fitting required for installation; set work accurately in location, alignment and elevation, measured from established lines and levels. Provide anchorage devices and fasteners where necessary for installation to other work.
- 3.2 FABRICATION:
 - A. Use materials of size and thickness shown, or if not shown, of required size and thickness to produce adequate strength and durability in finished product.
 - B. Weld corners and seams continuously; grind exposed welds smooth and flush. For stainless work use filletweld of stainless steel wire
 - C. Provide protective coating against galvanic action wherever dissimilar metals are in contact.
 - D. All other metal not specified: provide galvanized metal exposed to weather or in contact with concrete or masonry work.
 - E. Shop prime all items not galvanized. See Section 09900 for painting specifications.
 - F. Comply with NAAMM Pipe Railing Manual for all pipe rails.

- 3.3 TOUCH-UP SHOP PAINT after installation. Clean field welds, bolted connections and abraded areas, and apply same type paint as used in shop. Use galvanizing repair paint on damaged galvanized surfaces.

END OF SECTION

SECTION 06100
CARPENTRY

PART 1 - GENERAL

- 1.1 THIS SECTION includes all lumber products, plywood, rough and finish carpentry, fasteners and related work. Provide all materials and labor required to perform carpentry for the construction as depicted in the drawings, as specified herein and as needed for a complete and proper installation.
- 1.2 QUALITY ASSURANCE:
- A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. Lumber grading shall comply with the following grading rules:
 - 1. Western Wood Products Association (WWPA).
 - 2. Redwood Inspection Service (RIS).
 - 3. West Coast Lumber Inspection Bureau (WCLIB).
 - C. Plywood shall comply with the requirements of the Plywood Specification and Grade Guide published by the American Plywood Association.
 - E. Material quality standards, grades, load and stress ratings and connector schedules given in this Section and in the General Notes of the Drawings are MINIMUM values. Refer to Structural Drawings (S series sheets) for grades, load and stress ratings and connector schedules specific to this project. Where quality standards given on the Structural Sheets exceed values indicated in this Section or in the General Notes, values given on the Structural Drawings shall take precedence. Where quality standards given on the Structural Sheets are less than the values given in this Section or in the General Notes, the HIGHEST of the values shall take precedence.
- 1.3 SUBMITTALS:
- A. Provide manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.
 - B. Submit structural calculations and shop drawings sufficient to fully describe the design, spans, profiles and connections for prefabricated wood trusses and prefabricated web joists.

PART 2 -PRODUCTS

- 2.1 STRUCTURAL FRAMING LUMBER, unless otherwise indicated, shall be S4S and of the species and grade as noted below:
- A. Light Framing and Studs: Douglas Fir, No. 2 or better.

- B. Joists: Douglas Fir, No. 2 or better. Appearance grade where exposed.
 - C. Posts: Douglas Fir, No. 1 or better. Free of heart center.
 - D. Beams and stringers: Douglas Fir, No. 1 or better. Free of heart center.
 - E. Mudills: Foundation grade Redwood or pressure treated Douglas Fir.
 - F. Exterior framing exposed to weather:
 - 1. Exposed rafter tails: Redwood, construction heart.
- 2.2 PLYWOOD SHALL be APA grade marked, conforming to Product Standard I-83.
- A. Plywood sheathing: APA C-D, rated sheathing Exp. 1
 - B. Miscellaneous interior exposed plywood for paint finish: APA A-D INT with closed grain face veneer.
- 2.3 EXTERIOR FINISH LUMBER, unless otherwise noted, shall be S4S, finish face to have "saw texture," species and grade as noted below:
- A. Fascia: Clear All-heart recycled or reclaimed old growth redwood. Match existing.
 - B. Trim: Paint grade all-heart redwood. Match existing.
 - C. Exterior Siding: Paint grade all-heart redwood. Match existing.
- 2.4 INTERIOR FINISH LUMBER
- A. Baseboard Casings, Ceiling Mouldings and Other Trim: Kiln Dried Paint Grade Pine stock or MDF mouldings as manufactured by T.M. Cobb Co. or equal.
 - B. Window Sills, Jambs, Utility Shelving, Closet Poles, Miscellaneous Trim: S4S Paint Grade Pine, Douglas Fir or MDF.
 - C. Exposed Shelving (other than cabinet shelving): Douglas Fir, C and Better, edge banded plywood.
- 2.5 MISCELLANEOUS CARPENTRY MATERIALS:
- A. Building Paper: See Section 07195 VAPOR PERMEABLE WEATHER RESISTIVE BARRIER
 - B. Bolts, washers, clips, framing anchors shall be hot dip galvanized.

- C. Nails: Common wire for framing; finish for finish work; galvanized for exterior decks; ring shank for plywood subflooring/underlayment, Ring-shank type stainless steel red heads for siding, exterior trim, and fascia.

PART 3 -EXECUTION

- 3.1 ALL WORK shall be plumb and true, firmly installed in a neat workmanlike manner, complete in all respects.
- 3.2 INSTALL ALL necessary blocking and furring. Horizontal blocking for siding shall be 2'-0" o.c. maximum. Block all unsupported edges of square edge plywood sheathing.
- 3.3 NAILING shall be in accordance with applicable codes and standards as shown on drawings.
 - A. Nail plywood wall sheathing with ring shank nails according to nailing schedule indicated on the plans.
 - B. Nail siding with stainless steel ring shank type nails.
 - C. All finish work shall be done with finish nails. If nailing tends to split, pre-drill nail holes.
- 3.4 NO CUTTING OF joists and beams for mechanical or electrical lines will be permitted without Architects approval.
- 3.5 ALL BOLTS bearing against wood shall have washers under both nut and head.
- 3.6 HANDLE AND STORE all lumber materials, plywood, etc., which are to be exposed in the finished work to prevent soiling or staining which cannot be removed by normal cleaning techniques. Brush or otherwise clean construction marks from exposed work at completion of job.

END OF SECTION

SECTION 07195
VAPOR PERMEABLE WEATHER RESISTIVE BARRIER

PART 1 - GENERAL

- 1.1 THIS SECTION includes weather-resistive barriers including sealing joints and protrusions through membranes, with accessories as required for complete installation.
- 1.2 QUALITY ASSURANCE:
 - A. Building Code: California Building Code most recent edition with current State and local amendments.
- 1.3 SUBMITTALS
 - A. Product Data: Submit manufacturer's literature for each type of membrane.
 - B. Samples: Submit samples of each type of material.
 - C. Quality Assurance/Control Submittals: Submit either test reports or manufacturer's certificates indicating materials comply with specified requirements.

PART 2 - PRODUCTS

- 2.1 MANUFACTURER
 - A. Fortifiber® Building Systems Group, 1-800-773-4777 or equal.
 - B. Substitutions: Comply with provisions of Division 1.
- 2.2 MATERIALS
 - A. Vapor Permeable Weather-Resistive Barriers: Single layer 1-Ply asphalt saturated kraft Grade D breather type sheathing paper:
 - 1. Type: Classic: Fortifiber® / Jumbo Tex®.
 - 2. Reference Standard; Federal Specification UU-B-790a, Type 1, Grade D, Style 2.
 - 3. Moisture Vapor Transmission: 35 grams minimum; ASTM E 96.
 - 4. Water Resistance: 20 minutes (classic); ASTM D 779.
 - B. Accessories: Provide products recommended by membrane manufacturer for complete installation.
 - 1. Joint Sealers: Fortifiber® / Moistop® Tape; pressure sensitive tape or mastic as recommended by membrane manufacturer for specific material and application indicated.

2. Penetration Seal: Fortifiber® / The Boot®; pre-sized, multi- purpose penetration seal manufactured from puncture resistant polyolefin membrane.

PART 3 - EXECUTION

3.1 PREPARATION

Ensure items which pass through membrane are properly and rigidly installed, substrate is free of projections and irregularities which may be detrimental to proper installation of membrane.

3.2 INSTALLATION

- A. Apply membrane in accordance with manufacturer's recommendations, laid smooth without folds or bunches of material.
 1. Seam Overlap: As recommended by membrane manufacturer for specific membrane material and application indicated.
 2. Sealing: Seal edges and items projecting through vapor retarders and vapor barriers.
- B. Inspect and repair membrane prior to application of finish material over membrane; tape tears, perforations and similar damage.

END OF SECTION

SECTION 07200 INSULATION

PART 1 - GENERAL

- 1.1 THIS SECTION includes all thermal and acoustic insulation.
- 1.2 QUALITY ASSURANCE:
 - A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. Insulation Blankets: Comply with Fed Spec HH-I-512F and ASTM C665, Type II.
 - C. Energy Requirements: All materials and workmanship shall comply with the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Building Energy Efficiency Standards published by the California Energy Commission.

PART 2 - PRODUCTS

2.1 BLANKET INSULATION

- A. Minimum Sizes:
 - 1. Walls: 5 1/2" R-21 (min.)
 - 2. Floors: Use STYROFOAM rigid insulation and bubble-foil-bubble insulation at this assembly. See Sections 2.3, 2.4, Building Envelope Notes and Typical Slab Elevation, Sheet A4.1.
 - 3. Ceilings: 8 1/4" thick R-30 cathedral (min.)
- B. Manufacturer: Johns Manville or approved equal.
- C. Facing: Kraft Paper (Vapor Retarding Facing)
- D. Special Requirements: Formaldehyde free.
- E. Application: Apply material between framing members at all exterior walls and above all ceilings to form a continuous insulation envelope around all conditioned spaces.
- F. ACOUSTIC INSULATION
 - Size
 - 1. 2x6 walls: 5-1/2" R-19 (min)
 - 2. 2x4 walls: 3-1/2" R-13 (min)

- G. Manufacturers: Owens –Corning or approved equal
- H. Facing: Unfaced
- I. Special Requirements: Formaldehyde free
- J. Application: Apply material as a continuous barrier in between studs at all interior walls.

2.2 BUBBLE FOIL INSULATION

- A. Product: TVM #30848 Bubble/Foil/Bubble Material 5/16" thick with R-3.4 insulation value, or approved equal.
- B. Manufacturer: TMV Corporation or approved equal.
Johnstown, PA 15904 www.tvmi.com 888-313-3258 and 888-699-1645
- C. Distributor: Hydronic Specialties Corporation 800-786-6847
<http://www.2hsc.com>
- D. Application: Apply material as a continuous insulation envelope under conditioned areas at slab floors and wrap up at slab edges at perimeter.
- E. Warranty: 15 year manufacturer's warranty.

2.3 RIGID POLYSTYRENE INSULATION

- A. Product: STYROFOAM Tongue & Groove 1-1/2" thick Extruded Polystyrene (XPS) Insulation board for radiant floor / under-slab systems with tongue and groove edges on all four sides of 24" x 96" boards, R-7.5 insulation value (R-5 / inch) or approved equal.
- B. Manufacturer: Dow Chemical Company or approved equal.
200 Larkin
Midland, MI 48674
1-866-583-2583
- C. Application: Apply material as a continuous insulation envelope under conditioned spaces. Fit insulation boards tightly together to form a continuous level layer of insulation.
- D. Warranty: 15 years.

PART 3 - EXECUTION

- 3.1 GENERAL: Install all insulation in accordance with insulation manufacturer's instructions, with fasteners, adhesives and tapes, supplied or recommended by insulation manufacturer.
- 3.2 CEILING AND WALL INSULATION: Staple flanges of faced batts to narrow face of rafters, joists and studs, filling all voids. Tape ruptures or gaps in vapor barrier face. Friction fit unfaced batts in stud and joist spaces.
- 3.3 UNDERSLAB INSULATION: Seal joints of insulation material with tape recommended by insulation manufacturer.

END OF SECTION

SECTION 07540
TORCH APPLIED MODIFIED BITUMEN ROOFING

PART 1 - GENERAL

- 1.1 This Section includes Torch Applied Modified Bitumen roofing and flashing system where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

1.2 QUALITY ASSURANCE:

- A. Building Code: California Building Code most recent edition with current State and local amendments.
- B. In addition to complying with pertinent codes and regulations of all governmental agencies having jurisdiction, unless otherwise specifically directed or permitted by the Architect, comply with the recommendations contained in the most recent editions of the following publications:

The NRCA Low Slope Roofing Manual The Handbook of Roofing Knowledge published by:
The National Roofing Contractor's Association O'Hare International Center
10255 W Higgins Road, Suite 600
Rosemont, IL 60018
(708) 299-9070

1.3 SUBMITTALS:

- A. Provide manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.

PART 2 - PRODUCTS

2.1 Torch Applied Modified Bitumen Roofing System, Nailable Decks

- A. Provide this system where indicated on the Drawings and otherwise where so required.
- B. Acceptable products:
1. Product: Dibiten Poly/4.5
Applicable Specification: Specification 415 Manufacturer: Dibiten USA
4301 E Firestone Blvd.
South Gate, CA 90280
(800) DIB-ITEN

2. Products of the following manufacturer's will be considered for substitution by the Architect provided that all warranty provisions are identical:

- a. Product: Flintlastic
Manufacturer: GS Commercial Roofing Products
3825 Hopyland Road
Pleasanton, CA 94588

- b. Product: Tar Mac
Manufacturer: Tarmac Roofing System, Inc.
1401 Silverside Road
Wilmington, DE 11981

C. System description;

1. This description, and the installation procedures described in Part 3 of this Section, are based on use of the indicated system:
 - a. Underlayment:
For plywood or wood plank decks: *U.L. approved fiberglass base sheet type G-2 (25 lbs. per 100 sq. ft. or heavier).
 - b. Flashing Membrane: Dibiten Poly/4:
Smoothed surfaced APP modified bitumen membrane reinforced with nonwoven polyester fabric. Method of application: Torch applied only.
 - c. Surface Membrane: Dibiten Poly/4.5 Granular:
Granular (slate flake) finished APP modified bitumen membrane reinforced with nonwoven polyester fabric. Method of application: Torch Applied Only.
 - d. Fasteners:
As recommended by Manufacturer. Use nails or fasteners appropriate to the deck. Provide fasteners specifically approved for use under the conditions of the use of the Work by the governmental agencies and insurance rating bureaus having jurisdiction.
 - e. Materials required per 100 sq. ft. of roof area:
Base Sheet: 108 sq. ft.
Dibiten Poly/4: enough to Accomplish Flashing Details Dibiten Poly/4.5
Granular: approx. 112.63 sq. ft (Approx. 1.06 rolls)

PART 3 - EXECUTION

- 3.1 SURFACE CONDITIONS: Examine the areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- 3.2 INSTALLATION, GENERAL
 - A. Verify that substrata are dry, smooth, clean, and free from sharp projections and depressions, properly graded to outlets, and that metal fittings are in proper place

prior to start of roofing installation.

- B. For all manufactured products, follow manufacturer's installation instructions and details as specifically modified by the Drawings and Specifications using materials and methods described in the installation instructions. Contractor shall provide any and all fasteners, hardware, mounting devices, adhesives, special fittings, or other specialty items called for in the installation instructions in order to assure proper installation. All such items required by the installation instructions shall be provided by the Contractor at no additional cost to the Owner.

3.3 ROOFING APPLICATION

1. Beginning at the low point of the roof, apply base sheet in accordance with manufacturer, U.L. 580 and F.M. 190 requirements, mechanically fastened. Nailing pattern is every 9" on center on sidelaps and every 18" o.m. in two staggered rows in the field. Overlap base sheet 2" at side laps and 4" at endlaps.
2. Again starting at the low point of the roof, apply one layer of Dibiten Poly/4.5 Granular over the base sheet, using the torch method of application. Overlap sidelaps 4" and endlaps 6".

3.4 FIELD QUALITY CONTROL

- A. During progress of the Work of this Section, make visual inspections as necessary, and verify that:
1. All materials used comply with the specified requirements;
 2. All materials are properly stored and handled;
 3. The proper number and types of piles are installed, with the specified overlaps;
 4. The proper number, type, and spacing of fasteners are used;
 5. Associated flashings and sheet metal are installed in a timely manner in accordance with the specified requirements;
 6. All elements of the Work of this Section are completed on the same day and not installed in phase.

3.5 WARRANTIES:

At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion. Provide full 12 year warranty against defects in materials and workmanship.

END OF SECTION

SECTION 07600
FLASHING AND SHEET METAL

PART I - GENERAL

1.1 THIS SECTION includes metal flashings, roof jacks, splash pans, downspouts, and other miscellaneous sheet metal items.

1.2 QUALITY ASSURANCE:

- A. Building Code: California Building Code most recent edition with current State and local amendments.
- B. In addition to complying with pertinent codes and regulations of all governmental agencies having jurisdiction, unless otherwise specifically directed or permitted by the Architect, comply with the recommendations contained in the most recent editions of the following publications:

Architectural Sheet Metal Manual published by:
Sheet Metal and Air Conditioning Contractors National Association
P.O. Box 22130
Chantilly, VA 22022
(703) 803-2980

The NRCA Construction Details published by:
The National Roofing Contractor's Association O'Hare
International Center
10255 W. Higgins Road, Suite 600
Rosemont, IL 60018
(708) 299-9070

PART 2 - PRODUCTS

- 2.1 FLASHING: 16 oz. copper or stainless steel unless otherwise noted on the drawings. Fold, bead or return exposed edges for rigidity and appearance. Fabricate with flat-lock seams.
- 2.2 ROOF JACKS: Performed neoprene or 16 oz. copper.
- 2.3 NAILS, SCREWS, BOLTS, CLIPS: Of a material which will not support galvanic action.
- 2.4 GUTTERS: 6" deep nominal custom fabricated 16 oz. Copper ogee gutters, solder all joints.
- 2.5 DOWNSPOUTS: 3" (min.) square custom fabricated 16 oz. Copper downspouts, solder all joints. Size downspouts to flow.

- 2.6 LEAF GUARDS CONTINUOUS AT ALL GUTTERS: Amerimax Home #8519812 "Amerimax Gutter Guard" insert debris filter, black, plastic.
- 2.7 SPLASHBLOCKS: Precast concrete, one at each downspout outlet which is not connected to the rainwater leader system.

PART 3 -EXECUTION

- 3.1 EXPANSION JOINTS: Provide where shown and otherwise as necessary to properly compensate for thermal expansion and contraction.
- 3.2 JOINTS AND SEAMS: Form and/or solder to provide watertight work throughout.
- 3.3 The use of pop rivets in any condition which will be exposed on the finish surface of the project is not allowed unless approved by the Architect in advance.
- 3.4 SEPARATE dissimilar metals and protect against galvanic action with a minimum 15 mil coating of bituminous mastic.
- 3.5 ANCHOR WORK permanently in place with non-corrosive fasteners.
- 3.6 INSTALLATION: For all manufactured products, follow manufacturer's installation instructions and details as specifically modified by the Drawings and Specifications using materials and methods described in the installation instructions. Contractor shall provide any and all fasteners, hardware, mounting devices, brackets, special fittings, or other specialty items called for in the installation instructions in order to assure proper installation. All such items required by the installation instructions shall be provided by the Contractor at no additional cost to the Owner.
- 3.7 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. In addition, provide a 5-year warranty, in writing, to replace any or all defective material or workmanship within the warranty period at no cost to the Owners, labor and material inclusive. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion. See section 00520 Roofing Guaranty.

END OF SECTION

SECTION 07900
SEALANTS

PART 1 - GENERAL

- 1.1 THIS SECTION includes all general sealing work required throughout the project.
- 1.2 QUALITY ASSURANCE:
 - A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. Energy Requirements: All materials and workmanship shall comply with the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Building Energy Efficiency Standards published by the California Energy Commission.
 - C. Comply with provisions of most recent edition of "Sealants and Caulking Spec Guide G07920" published by Construction Specifications Institute.
- 1.3 WARRANTY: Provide a 5-year warranty, in writing, to replace any or all joints failing within the warranty period at no cost to the Owners, labor and material inclusive.

PART 2 - PRODUCTS

- 2.1 Materials, General
 - A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
 - B. Colors: Provide color of exposed joint sealers indicated or, if not otherwise indicated, as selected by the Architect from manufacturer's standard colors.
 - C. Exterior joints
 - 1. Between metal frames and cast concrete, brick, masonry use Mono (acrylic terpolymer) manufactured by Tremco Commercial Construction Sealants, 3735 Green Road, Beachwood, OH 44122, (800) 321-7906 or Vulkem 116 (polyurethane) manufactured by Mameco International, Inc., 4475 East 175th Street, Cleveland, Ohio 44128-3599, (800) 321-6412 and distributed by Harold A. Price and Company, Inc., 555 South 12th Street, P.O. Box 1389, Richmond, Ca. 94802, (800) 772-2521
 - 2. Expansion and control joints in concrete, use Vulkem 45 (polyurethane) by Mameco.
 - 3. Exterior sills, jambs, heads of windows, doors, openings, trim, etc., wood to wood connections, use Vulkem 116 or Mono.

4. Glass to wood, use Mono.
5. Glass to glass, glass to metal, or glass to concrete: use Spectrem 2 by Tremco. Note: For maximum expansion conditions use Spectrem I by Tremco.
6. Glazing tape: Tremco 440 (polyisobutylene)

D. Interior:

1. Tile to masonry, tile to tile: Hydroment/Chem-Calk 900 (urethane) manufactured by Bostik, Inc. Boston Street, Middleton, MA. 01949; Bostik Western Headquarters 500 West 17th Street, Long Beach, Ca. 90813, (800) 523-6530.
2. Tile to tile, horizontal joints in water exposed situations: Hydroment/Chem-Calk 550.
3. Expansion joints: Sonolac (acrylic latex) manufactured by Sonneborn Building Products, A Division of Chemrex Inc., 7711 Computer Avenue, Minneapolis, MN 55435, (800) 433-9517
4. Acoustical caulking: Sonolac.
5. Sealing cracks, baseboards, window frames, plumbing fixtures to tile, wood, etc.: Lexel (copolymer rubber) as manufactured by Sashco Sealants Inc. 10300 East 107th Place, Brighton, Colorado 80601, (800) 767-5656

E. Concrete waterproofing: Clear Seal: Sonneborn Penetrating Sealer #20.

PART 3 - INSTALLATION

3.1 GENERAL:

- A. Use and install per manufacturer's instructions to achieve effective adhesion and secure the work against penetration by water.
- B. Clean joint surfaces and prime as recommended by manufacturer.
- C. Accurately apply in one continuous operation to full depths and widths of joints or pockets. Surface shall have a thoroughly neat, extruded appearance when complete.
- D. Joint Width: As shown or 1/4" minimum and 1" maximum. Joint depth approximately one-half of joint width with a minimum depth dimension of 1/4".
- E. Support sealants from back with construction as shown or with backer rod.
- F. Sealant work shall precede asphaltic work, or painting.
- G. Clean adjacent surfaces free from caulking and sealant smears.

- 3.2 INSTALLATION: For all manufactured products, follow manufacturer's installation instructions and details as specifically modified by the Drawings and Specifications using materials and methods described in the installation instructions. Contractor shall

provide any and all fasteners, hardware, mounting devices, brackets, valves, special fittings, or other specialty items called for in the installation instructions in order to assure proper installation. All such items required by the installation instructions shall be provided by the Contractor at no additional cost to the Owner.

- 3.3 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. In addition, provide a 5-year warranty, in writing, to replace any or all joints failing within the warranty period at no cost to the Owners, labor and material inclusive. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

END OF SECTION

SECTION 08210
WOOD DOORS

PART 1 - GENERAL

- 1.1 THIS SECTION includes wood doors and frames.
- 1.2 QUALITY ASSURANCE:
 - A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. Energy Requirements: All materials and workmanship shall comply with the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Building Energy Efficiency Standards published by the California Energy Commission.
 - C. COMPLY with the most recent edition of the "Architectural Woodwork Standards" published by the Architectural Woodwork Institute.
Meet all requirements for Premium Grade Wood Doors.
 - D. COMPLY with requirements of NWMA I.S.I. for flush doors.
 - E. COMPLY with requirements of NWMA I.S.6 for Style and Rail Doors.
- 1.3 WARRANTY: All doors shall have manufacturer's one-year standard door warranty commencing with the date of substantial completion.

PART 2 - PRODUCTS

- 2.1 Provide doors as specified in the Door Schedule contained in the Drawings.
 - A. Fire rating: Provide manufacturers certification for fire ratings as specified in the plans or as required to meet prevailing codes.
 - B. Style and Rail layout: see Interior Elevations, match existing.
 - C. Species: See door schedule.
 - D. Finish: See door schedule.

PART 3 - INSTALLATION

- 3.1 INSTALLATION:
 - A. Install work in this section as specified in the most recent edition of the "Architectural Woodwork Standards" published by the Architectural Woodwork

Institute, and provide, to the Architect, a Woodwork Institute Certified Compliance Certificate for Installation at the completion of project installation.

- B. Condition doors to average prevailing humidity in installation area prior to hanging.
 - C. Fit doors to frames and machine for hardware to extent not previously worked at factory.
 - D. Clearance: 1/8" at jambs, heads and meeting stiles, 1/2" from bottom of door to top of finish floor for interior doors and clearance required by threshold hardware at exterior doors.
- 3.2 ADJUST AND CLEAN: Rehang or replace doors which do not swing or operate freely. Refinish or replace doors damaged during installation.
- 3.3 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

END OF SECTION

SECTION 08615
CUSTOM WOOD WINDOWS

PART 1 - GENERAL

- 1.1 THIS SECTION includes wood windows.
- 1.2 QUALITY ASSURANCE:
 - A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. Energy Requirements: All materials and workmanship shall comply with the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Building Energy Efficiency Standards published by the California Energy Commission.
 - C. In addition to complying with pertinent codes and regulations of all governmental agencies have jurisdiction, unless otherwise specifically directed or permitted by the Architect, comply with the recommendations contained in the most recent edition of Architectural Woodwork Standards, published by the Architectural Woodwork Institute. Meet all requirements for Woodwork Institute of California Premium Grade Wood Windows.

PART 2 - PRODUCTS

- 2.1 Wood windows: Provide custom fabricated kiln dried clear all heart Redwood windows. See Window Schedule for sizes and configurations.
- 2.2 Hardware: See Window Schedule.
- 2.3 Provide sash stops at all windows in conformance with W.I.C. guidelines and meeting operational requirements of sash hardware.

PART 3 - EXECUTION

- 3.1 INSTALLATION: Contractor shall provide any and all fasteners, hardware, mounting devices, brackets, special fittings, or other specialty items needed in order to assure proper installation. All such items required shall be provided by the Contractor at no additional cost to the Owner.
- 3.2 SECURE all units in place with permanent separations to prevent electrolytic corrosion. Seal entire perimeter of each unit.
- 3.3 ADJUST AND LUBRICATE operating sash and hardware for proper operation.

- 3.4 APPLY HARDWARE and adjust operating panels for smooth operation and weathertight closure.
- 3.5 REPLACE BROKEN and damaged glass prior to substantial completion. Clean and polish glass inside and outside before Owner's acceptance.
- 3.6 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

END OF SECTION

SECTION 08710
FINISH HARDWARE

PART 1 - GENERAL

- 1.1 THIS SECTION includes finish hardware where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- 1.2 QUALITY ASSURANCE:
- A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. Accessibility Requirements: All materials and workmanship shall comply with all the requirements for accessibility as set forth in the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Federal Americans with Disabilities Act in effect at the time of construction.
- 1.3 SUBMITTALS:
- Provide manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.

PART 2 - PRODUCTS

- 2.1 GENERAL
- A. Numbers indicating hardware items are those of the manufacturer listed, or as otherwise indicated. Hardware finish, unless otherwise noted to be Polished Chrome.
 - B. Furnish hardware with all necessary screws, bolts or other fastenings as recommended by the hardware manufacturer.
 - C. Examine drawings to determine proper hand and other location requirements for hardware.
- 2.2 Shelf standards and brackets: K-V 82-NAT standards with 182 brackets; K-V 333ZC shelf rests.
- 2.3 LOCKS, CYLINDERS AND KEYING
- See door schedule.
- 2.4 HARDWARE GROUPS:
- A. Provide all items identified in the Door Schedule in the Drawings.

- B. In addition to providing all hardware specified in plans, provide the following items unless noted otherwise:
1. All exterior doors:
 - a. Weather-stripping: Futura Door Weather Stripping, #WS-639 TC-80 in Copper, MacMurrey Pacific (415) 552-5500 or equal.
 - b. Door bottom: Pemko #411PKL or equal full mortised drop shoe mortised into bottom of door at all Entry doors and at other locations specifically noted on the Drawings.
 - c. Door bottom at other exterior doors: Macklanburg-Duncan or equal, bronze anodized extruded aluminum door bottom with integral drip and neoprene seal at bottom.
 - d. Accessible Thresholds: Macklanburg-Duncan or equal, bronze anodized extruded aluminum accessibility code compliant threshold, full width of door frame.
 - e. Non-Accessible Thresholds: Macklanburg-Duncan or equal, bronze anodized extruded aluminum threshold, full width of door frame.
 2. All swinging doors (interior and exterior):
 - a. Door stops: Baldwin #4045 or equal base mount door stop OR Baldwin #4010 or equal floor mount dome door bumper. Finish to match lockset. Where base mount door stop or floor mount dome door bumper cannot be installed, use Hager #CD-212 series hinge pin door stop. Finish to match lockset.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Mount hardware units at heights indicated in NWWDA I.S. 1.7-87 "Hardware Location for Wood Flush Doors," except lock/latch location shall be located to comply with Handicapped Accessibility Regulations.
- B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Do not install surface-mounted items until finishes have been completed on the substrate.
- C. Set units level, plumb and true to line and location.
- D. Fasteners:
 1. Furnish necessary screws, bolts, and other fasteners of suitable size and type to anchor the hardware in position for long life under hard use.
 2. Where necessary, furnish fasteners with toggle bolts, expansion shields, sex bolts, and other anchors approved by the Architect, according to the material to which the hardware is to be applied and according to the recommendations of the hardware manufacturer.

3. Provide fasteners which harmonize with the hardware as to finish and material.
4. Where butts are required to swing 180 degrees, furnish butts of sufficient throw to clear the trim.

E. Keying:

1. Factory key and master key locks and cylinders as directed by the Architect.
2. Furnish three keys for each lock and three master keys.

F. Adjust and Clean:

1. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly as intended for the application made.
2. Final Adjustment: Prior to acceptance or occupancy of the work make final check and adjustment of all hardware. Clean operating items as necessary for proper function and finish of hardware and doors. Adjust door control devices.
3. Instruct Owner's Personnel in proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware.

- 3.2 WARRANTIES : At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

END OF SECTION

SECTION 08800
GLAZING

PART 1 - GENERAL

- 1.1 THIS SECTION includes glass and glazing.
- 1.2 QUALITY ASSURANCE:
- A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. Energy Requirements: All materials and workmanship shall comply with the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Building Energy Efficiency Standards published by the California Energy Commission.
 - C. Comply with recommendations of the latest edition of the "Glazing Manual" by Flat Glass Marketing Association, except where stricter requirements are otherwise indicated or recommended by product manufacturer.
 - D. Comply with applicable standards of the Woodwork Institute of California "Manual of Millwork," most recent edition.
- 1.3 SUBMITTALS

Provide manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.

PART 2 - PRODUCTS

- 2.1 GLASS: Thicknesses listed below are minimum. Provide thickness as listed on the drawings or as determined by the CBC most recent edition with current State and local amendments, local code requirements or manufacturer's recommendations whichever is the thicker.
- A. Primary Glass:
 - 1. Type: Type 1 - Transparent Glass, Flat.
 - 2. Class: Class 1 - Clear.
 - 3. Quality: q³ - Glazing select.
 - 4. Emissivity: Manufacturer's standard Low 'E' glazing units.
 - B. Tempered: Primary glass, fully tempered to 4x normal strength in accordance with ASTM C 1048; thickness as indicated above. Install fully tempered glass with waves horizontal.

- C. Mirrors: 1/4" polished plate glass, silver quality, free from defects, sized as shown on drawings.

2.2 GLAZING MATERIALS:

- A. Provide all setting materials recommended by glass manufacturer.
- B. Install glass with glazing compound according to manufacturer's written Installation Instructions. Include all cleaning agents, glazing points, stops or other materials needed for complete and proper installation according to the manufacturer's printed Installation Instructions.
- C. Glass set in wood sash with putty and stops shall comply with W.I.C. Premium Grade Standards for glass.
- D. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Clean glazing channels, stops, and rabbets to receive the glazing materials, making free from obstructions and deleterious substances which might impair the work.
 - 1. Remove protective coatings which might fail in adhesion or interfere with bond of sealants.
 - 2. Comply with manufacturers' instructions for final wiping of surfaces immediately prior to application of primer and glazing compounds or tapes.
 - 3. Prime surfaces to receive glazing compounds in accordance with manufacturer's recommendations.

3.2 INSTALLATION

- A. Glaze in accordance with referenced standard and recommendations of window assembly manufacturer.
- B. Inspect each piece of glass immediately prior to start of installation.
 - 1. Do not install items which are improperly sized, have damaged edges, or are scratched, abraded, or damaged in any other manner.
 - 2. Do not remove labels from glass until so directed by the Architect.
 - 3. Install glass so distortion waves, if present, run in the horizontal direction.

- C. Locate setting blocks at sills one quarter of the width of the glass in from each end of the glass, unless otherwise recommended by the glass manufacturer.
 - 1. Use blocks of proper size to support the glass in accordance with the manufacturer's recommendations.
 - 2. Provide spacers to separate glass from stops; except where continuous glazing gaskets or felts are provided.
 - a. Locate spacers no more than 24" apart, and no closer than 12" to a corner.
 - b. Place spacers opposite one another.
 - c. Make bite of space on glass 1/4" or more.
- D. Miter-cut and seal the joints of glazing gaskets in accordance with the manufacturer's recommendations, to provide watertight and airtight seal at corners and other locations where joints are required.

3.3 SAFETY GLAZING:

- A. Hazardous locations; All glazed lights in hazardous locations as defined in the most recent edition of the CBC shall be tempered.
- B. Certain windows: All glazing in windows whose edge is within 12" horizontally of a door shall be tempered. All glazing whose lowest edge is less than 18" above the finished floor or walking surface shall be tempered.

3.4 PROTECTION, REPLACEMENT and CLEANING

- A. Protect glass from breakage after installation by promptly installing streamers or ribbons, suitable attached to the framing and held free from glass.
- B. Replace Glass which is broken or otherwise damaged just prior to substantial completion. Wash and polish glass inside and out just prior to owners acceptance.

- 3.5 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

END OF SECTION

SECTION 09250
GYPSUM BOARD

PART 1 - GENERAL

- 1.1 THIS SECTION includes gypsum wallboard and related work where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- 1.2 QUALITY ASSURANCE:
 - A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. Comply with requirements of the most recent edition of GA-216 "Recommended Levels of Application and Finishing of Gypsum Board" published by the Gypsum Association, 810 First Street NE, #510, Washington, D.C. 20002
 - C. Comply with requirements of the most recent edition of GA-214 "Recommended Specifications of Gypsum Board Finish" published by the Gypsum Association, 810 First Street NE, #510, Washington, D.C. 20002.
- 1.3 SUBMITTALS:
Provide manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.

PART 2 - PRODUCTS

- 2.1 GYPSUM BOARD:
 - A. Type/Thickness: See Room Finish Schedule.
 - B. Manufacturer: US Gypsum, Georgia Pacific.
- 2.2 ACCESSORIES:
 - A. Corner and Edge Trim: Manufacturer's standard galvanized steel, beaded units with flanges for concealment in joint compound.
 - B. Joint Compound, Tape, Miscellaneous Materials: As manufactured or recommended by gypsum board manufacturer for the application indicated.
 - C. Screws: As recommended by gypsum board manufacturer.
 - D. Sealant: Waterproof compound made or recommended by gypsum board manufacturer.

PART 3 - EXECUTION

- 3.1 COMPLY with applicable requirements of referenced quality standards, except where more detailed or more stringent requirements are indicated by the manufacturer.
- 3.2 WALL/PARTITION BOARDS: Install vertically to avoid butt end joints wherever possible. At high walls or other conditions where butt end joints are unavoidable, install boards horizontally with end joints staggered over studs.
- 3.3 SCREWING: As recommended by manufacturer.
- 3.4 TRIM:
 - A. Install metal corner beads at all exterior corners.
 - B. Install metal edge trim wherever edge of gypsum board would otherwise be exposed or semi-exposed.
- 3.5 SEALING: Fully seal all edges and penetrations through gypsum board in bathrooms, kitchen and other areas subject to moisture or water. Clean and pre-treat surfaces to receive sealant in accordance with manufacturer's instructions.
- 3.6 FINISHING:
 - A. All gypsum board surfaces to achieve Level 5 finish as per GA-214 specifications.
 - B. Apply treatment at all joints, trim flanges, penetrations and fasteners as required to provide smooth flat, true surface for painting.
- 3.7 WARRANTY: During the first year of occupancy, the Contractor shall inspect the gypsum board finish for cracks, nail pops and other finish imperfections and shall repair and repaint all such imperfections in the finish at no cost to the Owner.

END OF SECTION

SECTION 09610
CONCRETE MOISTURE CONTROL SYSTEM FOR APPLIED FLOORING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes: Provision of concrete moisture and alkalinity control system to new and existing interior concrete surfaces scheduled to receive moisture sensitive floor coverings.
- B. Testing for concrete moisture-vapor emission and alkalinity levels.
 - 1. All testing to be conducted by Owners independent 3rd party testing lab. Conduct testing per ASTM F1869 and ASTM F 2170 standard.

1.2 QUALITY ASSURANCE:

- A. Building Code: California Building Code most recent edition with current State and local amendments.
- B. Source Limitations: Obtain specified products from one source from a single manufacturer with resources to provide products of consistent quality in appearance and physical properties without delaying the work.
- C. Manufacturer Qualifications: Company with minimum of 5 years in manufacturing modified polymer-based (non-silicate) concrete moisture-vapor emission and alkalinity control products, and capable of providing field service representation during construction. Company is to be the exclusive manufacture of specified moisture control system, underlayment primer and underlayment. Resellers are not permitted as to ensure single source responsibility of product utilized.
- D. Installer Qualifications: Manufacturer direct installation or certified applicator to have a minimum of 3 years of successful experience in applying concrete moisture-vapor emission control systems; all personnel trained and approved in writing by manufacturer.
 - 1. Provide certified installer certificate.
 - 2. Provide job history depicting installation experience and jobs completed. Provide a minimum of 5 projects of like scope and size.
 - 3. Provide copy of warranty request document to be submitted to moisture control system manufacturer for specified project.
- E. Regulatory Requirements: Comply with the rules of the governing air quality management district covering architectural coatings. Product shall meet volatile organic compound (VOC) requirements applicable at time of application.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's literature for each type of membrane including Manufacturer's technical data, MSDS, installation instructions for concrete moisture-vapor control system.
- B. Product Performance Test Reports: From a qualified independent testing agency indicating concrete moisture-vapor control system complies with specified performance requirements for ASTM E96, D1308, D4541 and V.O.C. Content.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store materials in a dry, secure area protected from exposure to harmful weather conditions and at temperature levels as recommended by manufacture

1.5 PROJECT CONDITIONS

- A. Conduct moisture-vapor emissions, relative humidity and alkalinity testing within temperature and conditions as recommended per ASTM F 1869 and F 2170 standards.
- B. Environmental Limitations: Comply with concrete moisture-vapor control system manufacturer's written instructions for substrate temperature, ambient temperature, humidity, ventilation, and other conditions affecting system installation.
- C. Close spaces to traffic during application of concrete moisture-vapor control system and for not less than 12 hours afterwards, unless manufacturer recommends longer period.

1.6 WARRANTY

- A. Extended Warranty: Written warranty as provided by manufacturer against failure of finish flooring system due to excess concrete moisture-vapor emission and alkalinity. Warranty is to include replacement of finish flooring material, flooring adhesive, concrete moisture-vapor control system, and all associated labor costs.
 - 1. Warranty Period: Minimum 10 years. Coverage includes the following:
 - a. Manufacturing defects.
 - b. Warranty to be additionally signed by certified applicator for Installation defects and workmanship.

- c. Single-source warranty for systems consisting of moisture control barrier and underlayment by one manufacturer when utilized.

PART 2 - PRODUCTS

2.1 CONCRETE VAPOR EMISSION CONTROL SYSTEM

- A. Products: Subject to compliance with requirements, provide one of the following Systems:

1. Vapor Emission System: "Vapor-Green FC" by Advanced Moisture Control, Inc., www.vaporsafe.com, (949) 788-1490

- B. Moisture-Vapor Control System: Two-component, synthetic polymer chemistry capable of meeting specified performance requirements.

1. Microbial Resistance: Polymer formulation shall be resistant to the growth of mold, mildew and micro-organisms.
2. Environmental Properties: Non-corrosive, non-marine pollutant, non-flammable and Shall not contain harmful fumes or vapors when in a wet mixed or unmixed state.
3. Compatibility: All floor finishes, adhesives and primers.
4. Physical Properties:

Physical Property	Test Method	Acceptable Value
Concrete Adhesion	ASTM D4541	Min. 500 psi
Water Vapor Trans.	ASTM E96	Min. 85% Reduction
Alkali & Acid Resistance	ASTM D4541	14pH, No effect
Volatile Organic Content	EPA Method24	70 g/liter or less
Hydrostatic Pressure		.45 psi
Relative Humidity	ASTM F2170	Resistant to 100%

5. Acrylic, latex, silicate formulations, moisture tolerant adhesives, and other single-component products are not acceptable.

2.2 MOISTURE TEST KITS

- A. Calcium Chloride, Relative Humidity and pH Testing kits.

1. Moisture-Vapor Emission: Prepackaged anhydrous calcium chloride test kits conforming to requirements of ASTM F 1869.
2. Alkalinity: Concrete pH test using calibrated digital 1 – 14 wide range pH meter to determine alkalinity level in accordance with ASTM F 710.
3. Relative Humidity: Relative humidity concrete moisture testing equipment that conforms to ASTM F 2170 standard.

2.3 ACCESSORY MATERIALS

- A. Cement Overlay: Portland cement-based cement compound, compatible with flooring adhesive for scheduled finish flooring material, and applied to areas as recommended by moisture control manufacturer. Gypsum based products are not acceptable. Minimum underlayment cured strength: 4100 psi.
 1. Cementious Underlayment: "Syment SC" by Advanced Moisture Control, Inc. www.vaporsafe.com, (949) 788-1490

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Pre installation Moisture Testing: Conduct pre installation concrete moisture-vapor emissions, relative humidity and alkalinity testing of existing concrete slabs, on all interior concrete slab areas to receive finish flooring.
- B. Examine concrete substrates, with Installer present, for compliance with requirements for installation of concrete moisture-vapor and alkalinity control system. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Preparation: Scarify concrete slab surfaces to receive system treatment by mechanical means as recommended by manufacturer of moisture-control system (no exceptions). Acid etching is not allowed. Treat surface irregularities after application of moisture vapor emission control system with approved manufacturers cement underlayment material.
- B. Cleaning Surfaces: Remove all defective material and foreign matter such as dust, adhesives, leveling compounds, paint, dirt, floor hardeners, bond breakers, oil, grease, curing agents, form release agents, efflorescence, laitance, metal shot, drywall mud, crack and joint compounds, etc. Use of an industrial auto-scrubber may be necessary on prepared slabs with excess dust.
- C. Crack and Joint Preparation: Vacuum, clean and seal all cracks and joints with moisture-control system. Utilize a paint brush to coat the interior walls of the

prepared crack, and then fill with a flexible sealant recommended by manufacturer.

3.3 APPLICATION

- A. Coordinate with work of Section 09650-Resilient Flooring.
- B. Apply system in accordance with manufacturer's written instructions. Saturate concrete surfaces, cracks, and joints.
 - 1. Apply vapor barrier by squeegee and roller application to saturate concrete surfaces.
 - 2. Conform with manufacturer's requirements for coverage rates and number of applications as needed to meet specified performance requirements.

3.4 FIELD QUALITY CONTROL

- A. Conduct post-installation moisture testing for moisture-vapor emissions and alkalinity, at areas receiving concrete moisture-vapor control system. Verify the following results:
 - 1. Maximum moisture levels of 3.0 lbs per 1000 sq ft per 24 hours or less
- B. If test results do not meet specified levels, apply additional moisture-vapor emission control material, or take other corrective action as recommended by manufacturer of concrete moisture-vapor control system to meet requirements at no additional cost to Owner. Retest and take corrective action, at no additional cost to Owner, until test results meet the specified results.

3.5 PRIMER AND CEMENT OVERLAY

- A. After application and curing of moisture-vapor control material, and post- installation moisture testing with satisfactory results is complete, install manufacturer recommended primer and cement overlay at areas to receive resilient finish flooring materials. Install to minimum thickness required to provide a smooth and continuous substrate suitable to receive finish flooring as necessary.

3.6 PROTECTION

- A. Protect moisture-vapor control system, and cementitious underlayment, from damage and surface moisture, during time prior to installation of finish flooring materials.

END OF SECTION

SECTION 09650
RESILIENT FLOORING

PART 1 - GENERAL

- 1.1 THIS SECTION includes provision and installation of resilient flooring and accessories where shown on the Drawings, as specified herein, and as needed for a complete and proper installation, including, but not limited to:

- A. Sheet vinyl flooring.
- B. Preparation of slab surface

1.2 QUALITY ASSURANCE:

- A. Building Code: California Building Code most recent edition with current State and local amendments.
- B. All resilient flooring and base shall meet or exceed the requirements of ASTM E-84-70 for flame spread, fuel contribution and smoke density.
- C. All resilient flooring and base shall be of the same mill run. Normal manufacturing tolerances on colors are acceptable.
- D. Fire Test Performance: When tested in accordance with ASTM E648, Flooring Radiant Panel Test, resilient flooring shall have a Critical Radiant Flux of not less than 0.45-watts per sq. cm. When tested in accordance with ASTM E662 resilient flooring shall develop a smoke density less than 450.
- E. Installers Qualifications: A minimum of three installations of an extent comparable to that of this Project.
- F. All materials shall comply with the requirements of Air Quality Management District (AQMD) Rule 1168 governing the emission of Volatile Organic Compounds.

1.3 SUBMITTALS:

- A. Product data: Within 60 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 2. Four 12" x 12" samples of sheet flooring, and accessories of each type, color, and pattern required in the specified grades from the proposed manufacturers;
 - 3. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

- B. Seaming Diagram: Submit a seaming diagram for all seams proposed in sheet products.
- C. Maintenance Practices: Two copies of manufacturer's recommended cleaning and maintenance procedures, materials and suggested schedule for cleaning, stripping and re-waxing.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.
- B. Flooring material in anyone room or area shall be from one manufacturer's run. Containers shall be clearly marked with run number.
- C. Store all materials at the job site at a minimum temperature of 70 degrees F. for not less than 72 hours before installation.
- D. Materials shall not be delivered to the site until they can be stored and installed in a closed in, air-conditioned space.

1.5 EXTRA STOCK: Deliver to the Owner for his use in future modifications an extra stock as listed below, packaging each type of material separately, distinctly marked, and adequately protected against deterioration.

- A. Tile Flooring: Furnish not less than one box for each 50 boxes or fraction thereof, for each type, color and pattern installed.

1.6 TESTING

- A. Water Vapor Emission: Calcium Chloride testing meeting the requirements of ASTM F1869 to yield 3 lb. water vapor emission rate (maximum).
- B. Relative Humidity: Relative Humidity testing meeting the requirements of ASTM F2170 to yield moisture content of:
 - 1. Internal Testing: 85% (maximum).
 - 2. Surface Testing: 75% (maximum).

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Mendocino County has selected specific flooring products and adhesives as county standards to ensure uniformity in our maintenance and replacement programs. Unless specifically stated, no other products will be accepted.

2.2 FLOORING MATERIALS:

- A. Resilient tile shall be the county standard product, Armstrong Standard Excelon vinyl 12" x 12" x 1/8" Imperial Texture, Pearl White #51803 unless color selection is noted on the plans. No substitutions.
- B. Floor Leveling Latex: Industrial Products, Dura-Tex leveling compound.
- C. Resilient base shall be the county standard Burke Base Thermoset Rubber type TS wall base, 4" coved, 523 brown black. No substitutions.

2.3 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Adhesives. The following adhesive products have been selected as the county standard products for installing any of the above flooring products. No substitutions.
 - 1. Vinyl Tile adhesive shall be Mapei Ultrabond ECO 300 Professional Solid Vinyl Flooring Adhesive.
 - 2. Resilient base adhesive shall be Mapei Ultrabond ECO 575 Premium Wall Base Adhesive.
- C. Concrete Sealer: Under all resilient flooring products. See Specification Section 09610 - Concrete Moisture Control System for Applied Flooring.
- D. Wax: Types recommended by flooring manufacturer.
- E. Cleaning and Curing compounds: as recommended by manufacturer.
- F. Other Materials: Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

- 3.1 TESTING: Perform testing for Moisture Vapor Emission and Relative Humidity on a slab floor areas scheduled to receive resilient flooring. Do not install any flooring until testing results meet the requirements of Paragraph 1.6 of this Section. Contractor must provide test reports certifying that required test results have been achieved prior to commencing installation of resilient flooring.
- 3.2 IF NECESSARY, REMEDIATE excess vapor emission or moisture content identified by testing procedures using methods approved in advance by the flooring manufacturer.
- 3.3 RETEST after remediation work and obtain testing results with acceptable results

before installation of resilient flooring. Contractor must provide test reports certifying that required test results have been achieved prior to commencing installation of resilient flooring.

3.4 SURFACE CONDITIONS: Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

- A. Depressions and projections that may be visible in the finished work shall be filed and removed. Foreign matter that may destroy bond shall be removed.
- B. Starting of work by flooring contractor will be considered as acceptance of existing conditions as suitable for his work.

3.5 JOB CONDITIONS

- A. Environmental Requirements: Maintain the temperature in spaces to receive resilient flooring materials between 70-deg. F. and 90-deg. F. for a minimum of 48-hours prior to, curing, and after installation. After installation, maintain a minimum temperature of 55-deg. F.
- B. Flooring shall not be laid until a sufficient length of time has elapsed after the heat has been turned on to insure that the moisture in or under the slab has vaporized sufficiently that the installation will not be affected.
- C. Install resilient flooring and accessories after other finishing operations have been completed.
- D. Do not install over uncured concrete slabs.
- E. Provide for continuous ventilation during installation using as close to 100-percent outside air as possible.
- F. Use adhesives in strict accordance with manufacturer's recommendations, and ventilate area with maximum outside air for a period of not less than 48-hours after installation.

3.6 PREPARATION

- A. Verify that substrate is smooth, level, at required finish elevation and without more than 1/8" in 10'-0" variation from level or slopes shown on the Drawings.
- B. Verify that sub-surfaces are clean, dry, and free of grease, construction films, and other coatings that would interfere with adhesive or smoothness of finish flooring.
- C. Prior to laying materials, clean the surfaces to be covered, and inspect the subfloor. Wash, broom clean or vacuum surfaces to be covered with vinyl flooring as per the recommendations of the manufacturer's installation instructions, and inspect subfloor. Clean and inspect wall surfaces scheduled to receive rubber

base as per the recommendations of the manufacturer's installation instructions.

- D. Apply, trowel, and float filler to leave a smooth, flat, hard surface.
- E. Prohibit traffic from area until filler is cured.
- F. Vacuum clean substrate.
- G. Apply concrete slab primer, if recommended by resilient-flooring manufacturer and adhesive manufacturer. Apply according to manufacturer's recommendations.
- H. Provide concrete sealer as listed in Paragraph 2.3 of this Section at all concrete slab areas to receive resilient flooring. Apply per manufacturer's recommendations.

3.7 INSTALLATION - GENERAL:

- A. Install materials only after finishing operations, including painting, have been completed and after permanent heating system is operating.
- B. Verify that moisture content of concrete slabs, building air temperature, and relative humidity are within the limits recommended by the manufacturers of the materials used.
- C. Maintain reference markers, holes, and openings that are in place or plainly marked for future cutting by repeating on the finish surface as marked in the sub-floor. Use chalk or other non-permanent marking device.

3.8 APPLICATION OF ADHESIVES

- A. Mix and apply adhesives in accordance with manufacture's instructions.
- B. Provide safety precautions during mixing and applications as recommended.

3.9 INSTALLATION OF VINYL TILE

- A. Lay out tile pattern to ensure equal size cut pieces on each wall.

3.10 INSTALLATION OF CONCRETE SEALER

Under the provisions of Specification Section 09610 - CONCRETE MOISTURE CONTROL SYSTEM FOR APPLIED FLOORING.

3.13 PROTECTION

Prohibit traffic on floor finish for 48 hours after installation.

- 3.14 DEFECTIVE WORK: Tile out of square, varying in dimension or color, cracked, broken defaced, pitted or soft-surfaced; or containing foreign matter will be considered as defective material. Material bleeding, loosening, or curling, inaccurate alignment or mismatching, will be considered as defective workmanship. Remove and replace all such defective work at no additional cost to the Owner.
- 3.15 CLEAN UP: Remove from the site all debris and waste resulting from work under this Section. Provide and maintain adequate protection of floor tile by covering with clean sheathing paper, or similar approved means until building is accepted by the Owner.
- 3.16 INITIAL STRIP AND WAX: After work is otherwise complete, mop and scrub floors clean, free of dirt, adhesive, foreign matter, and other blemishes from exposed surfaces. Strip the entire floor using neutral cleaner recommended by the manufacturer of the resilient tile. Provide two coats of wax sealer per manufacturer's instructions.
- 3.17 For all manufactured products, follow manufacturer's installation instructions and details as specifically modified by the Drawings and Specifications using materials and methods described in the installation instructions. Contractor shall provide any and all cleaning agents, bonding agents, underlayment, fasteners, adhesives, mounting devices, special fittings, or other specialty items called for in the installation instructions in order to assure proper installation. All such items required by the installation instructions shall be provided by the Contractor at no additional cost to the Owner.
- 3.18 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

SECTION 09900
PAINTING

PART 1 - GENERAL

- 1.1 THIS SECTION includes painting and finishing of all exposed interior and exterior surfaces where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

A. Definitions:

1. "Paint," as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.

- B. Work included: Unless specifically noted otherwise, provide paint finish system for all building elements which are exposed to view in the completed Work.

C. Work not included:

1. Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as furred places, foundation spaces, utility tunnels, pipe spaces, and duct shafts.
2. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require painting under this Section except as may be so specified.
3. Do not paint moving parts of operating units; mechanical or electrical parts such as valve operators; linkages; sensing devices; and motor shafts, unless otherwise indicated.
4. Do not paint over required labels or equipment identification, performance rating, name, or nomenclature.

1.2 QUALITY ASSURANCE:

- A. Building Code: California Building Code most recent edition with current State and local amendments.

B. Paint coordination:

1. Provide finish coats which are compatible with the prime coats actually used.
2. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various substrata.
3. Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used.
4. Provide barrier coats over noncompatible primers, or remove the primer and reprime as required.
5. Notify the Architect in writing of anticipated problems in using the specified coating systems over prime coatings supplied under other Sections.

1.3 SUBMITTALS:

- A. Provide Manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.
- B. Provide Manufacturer's recommended Installation Instructions and Finish System Specifications for use on each surface type scheduled to receive finishes. Maintain copy of Finish System Schedule at job site.

1.4 JOB CONDITIONS

- A. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F. Unless otherwise permitted by the manufacturers' printed instructions as approved by the Architect.
- B. Weather conditions:
 - 1. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces unless otherwise permitted by the manufacturers' printed instructions as approved by the Architect.
 - 2. Applications may be continued during inclement weather only within the temperature limits specified by the paint manufacturer as being suitable for use during application and drying periods.

PART 2 - PRODUCTS

2.1 SCOPE:

- A. Provide all products required for finishes described on Exterior Elevations of the drawings for exterior of building, as described in the Interior Room Finish Schedule of the Drawings for interior finishes or as required to fully coat and protect all exposed interior and exterior surfaces.
- B. Where no finish is specified for exposed surfaces on Exterior Elevations or Room Finish Schedule, use the finish system listed in the Painting Schedule in Part 2 of this Section which is specified for the type of material to be covered. Where the material to be covered is not listed in Part 2 of this Section, provide a paint finish system for the material which is recommended for use on that material as manufactured by the approved paint Manufacturer.

2.2 MANUFACTURERS

- A. Interior and Exterior Paint: Benjamin Moore or equivalent products of other manufacturers, when approved in advance by the Architect.
- B. Exterior Stain: Benjamin Moore or equivalent products of other manufacturers when approved in advance by the Architect.
- C. Interior Lacquer Finish: U.S. Cellulose or equivalent products of other manufacturers when approved in advance by the Architect.

- D. Exterior Oil Finish: Benjamin Moore or equivalent products of other manufacturers when approved in advance by the Architect.

2.3 UNDERCOATS and THINNERS:

- A. Provide undercoat paint produced by the same manufacturer as the finish coat.
- B. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits.
- C. Insofar as practical, use undercoat, finish coat, and thinner materials as parts of a unified system of paint finish.

2.4 FINISH COLORS:

- A. Architect will select all finish top coat colors from the full range of the paint manufacturer's color line. A maximum of three exterior and four interior colors will be specified. Contractor may provide paint systems using one of the following options:
 - 1. Use paint system of the manufacturer whose color was selected.
 - 2. Specially mix the color chosen by Architects approval.
- B. Interior Colors: To be chosen.
- C. Exterior Colors: To be chosen.

2.5. APPLICATION EQUIPMENT

- A. For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint, and as approved by the Architect.

Prior to use of application equipment, verify that the proposed equipment is actually compatible with the material to be applied, and that integrity of the finish will not be jeopardized by use of the proposed equipment.

2.6 FINISH SYSTEMS (Note: Paint Finish Systems referenced in this Schedule are products of Benjamin Moore Paint unless noted otherwise. Equivalent Paint Systems of other paint manufacturers will be accepted.)

FINISH No. H-1

Clear Oil Finish for exposed Redwood decks and railings, wood siding or trim not scheduled for stain or paint finish. (Benjamin Moore C323-10 product)

3 coats clear Benjamin Moore or equivalent penetrating oil finish. (Note: backprime all surfaces to receive clear oil finish prior to installation.)

FINISH No. H-2

Stain Finish for exterior siding and trim

1 coat 637-XX Benjamin Moore Arborcoat Semi-Transparent Stain

or

1 coat 640-XX Benjamin Moore Arborcoat Solid Coat Stain.

FINISH No. H-3

Opaque finish for exterior wood surfaces, Satin Finish

1 coat 023 Fresh Start Exterior Wood Primer

2 coats N103-XX Moorgard Low Lustre House Paint

FINISH No. H-4

Opaque finish for exterior wood surfaces, Semi-Gloss Finish

1 coat 023 Fresh Start Exterior Wood Primer

2 coats N096-XX Moorglo Soft Gloss House Paint

FINISH No. H-5

Painted finish for exposed ferrous metal

1 coat P06 Super Spec HP Alkyd Metal Primer

2 coats P29 DTM Acrylic Semi-Gloss

FINISH No. H-6

Painted finish for exposed galvanized metal: pretreatment as recommended by Manufacturer.

1 coat P04 Super Spec HP Latex Metal Primer

2 coats P29 DTM Acrylic Semi-Gloss

FINISH No. H-7

Opaque for gypsum board, flat finish, latex.

1 coat 372 Eco Spec WB Primer 0 VOC

2 coats N373 Eco Spec WB Flat 0 VOC

FINISH No. H-8

Opaque for gypsum board in bathrooms, kitchen, utility rooms, semi-gloss finish, latex.

1 coat 372 Eco Spec WB Primer 0 VOC

2 coats 376 Eco Spec WB Semi-Gloss 0 VOC

FINISH No. H-9

Opaque for wood paneling, wood trim, doors and cabinets, semi-gloss finish, acrylic latex.

1 coat 372 Eco Spec WB Primer 0 VOC
2 coats 376 Eco Spec WB Semi-Gloss 0 VOC

FINISH No. H-10

Clear Finish for interior wood surfaces

2 coats 422-00 Stays Clear Gloss
or
2 coats 423-00 Stays Clear Satin

FINISH No. H-11

Clear Lacquer finish for interior cabinets, paneling and trim.

1 coat S157 Mac Lac Sanding Sealer
2 coats F231 Mac Lac High Solid Satin Clear

FINISH No. H-12

Stain and Lacquer finish for interior cabinets, paneling and trim.

1 coat 0234-XX Benwood Penetrating Stain
2 coats F231 Mac Lac High Solid Satin Clear

FINISH No H-13

Clear Urethane finish on wood floors, doors and trim.

2 coats 422-00 Stays Clear Acrylic Polyurethane Gloss
or
2 coats 423-00 Stays Clear Acrylic Polyurethane Satin

FINISH No H-14

Stain and Urethane finish on wood floors, doors and trim.

1 coat 234-XX Benwood Penetrating Stain
2 coats 422-00 Stays Clear Acrylic Polyurethane Gloss
or
2 coats 423-00 Stays Clear Acrylic Polyurethane Satin

FINISH No H-15

Clear Marine Spar Varnish on wood floors, countertops, doors and trim.

1 coat 650-08 Master Marine Spar Varnish (thinned 10%)
2 coats 650-08 Master Marine Spar Varnish

FINISH No. H-16

Clear Oil Finish for ceilings, beams and wood trim.

1 coat 50% Turpentine and 50% Boiled Linseed Oil

1 coat 25% Turpentine and 50% Boiled Linseed Oil

FINISH No. H-17

Oil Finish for Butcher Block Countertops
3 coats sterile mineral oil

FINISH No. H-18

Wallpaper wall covering

Follow Manufacturer's Instructions for wall surface treatment and wallpaper installation.

FINISH No. H-19

Sealer over ceramic tile and stonework.

Obtain information for each tile or stone product used in the job from the Manufacturer of the product. Apply Manufacturer's recommended sealer product or products using the methods recommended by the Manufacturer. Provide sealer products to satisfy recommended coverages and thicknesses for each application.

Follow sealer manufacturer's written installation instructions for each product and application.

FINISH No. H 20

Opaque for gypsum board, eggshell finish acrylic latex.

1 coat 372 Eco Spec WB Primer 0 VOC
2 coats 374 Eco Spec WB Eggshell 0 VOC

2.7 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 MATERIALS PREPARATION

A. General:

1. Mix and prepare paint materials in strict accordance with the manufacturers' recommendations as approved by the Architect

2. When materials are not in use, store in tightly covered containers.
3. Maintain containers used in storage, mixing, and application of paint in clean condition, free from foreign materials and residue.

B. Stirring:

1. Stir materials before application, producing a mixture of uniform density.
2. Do not stir into the material any film which may form on the surface, but remove the film and, if necessary, strain the material before using.

3.3 SURFACE PREPARATION

A. General

1. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's recommendations as approved by the Architect.
2. Remove removable items which are in place and are not scheduled to receive paint finish; or provide surface-applied protection prior to surface preparation and painting operations.
3. Following completion of painting in each space or area, reinstall the removed items by using workmen who are skilled in the necessary trades.
4. Clean each surface to be painted prior to applying paint or surface treatment.
5. Remove oil and grease with clean cloths and cleaning solvent of low toxicity and flash point in excess of 200 degrees F, prior to start of mechanical cleaning.
6. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet newly painted surfaces.

B. Preparation of wood surfaces:

1. Clean wood surfaces until free from dirt, oil, and other foreign substance.
2. Smooth finished wood surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred wood surface.
3. Unless specifically approved by the Architect, do not proceed with painting of wood surfaces until the moisture content of the wood is 12% or less as measured by a moisture meter approved by the Architect.
4. Trim and Siding: Back prime all trim and siding which is to receive paint, clear oil, or stain finish with one coat of sealant or stain as noted in the Finish System. Prime all edges and cut ends of trim and siding prior to installation.

C. Preparation of metal surfaces:

1. Thoroughly clean surfaces until free from dirt, oil and grease.
2. On galvanized surfaces, use solvent for the initial cleaning, and then treat the surface thoroughly with phosphoric acid etch recommended by Paint System manufacturer. Remove etching solution completely before proceeding.
3. Allow to dry thoroughly before application of paint..

3.4 PAINT APPLICATION

A. General

1. Touchup shop-applied prime coats which have been damaged, and touchup bare areas prior to start of finish coats application.

2. Slightly vary the color of succeeding coats.
 - a. Do not apply additional coats until the completed coat has been inspected and approved.
 - b. Only the inspected and approved coats of paint will be considered in determining the number of coats applied.
3. Sand and dust between coats to remove defects visible to the unaided eye from a distance of five feet.
4. On removable panels and hinged panels, paint the back sides to match the exposed sides.

B. Drying

1. Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.
2. Do not proceed with initial painting or application of subsequent coats until surfaces to be coated are completely dry and prepared to receive the specified finish.

C. Brush applications

1. Brush out and work the brush coats onto the surface in an even film.
2. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.

D. Spray application

1. Where spray application is used, apply each coat to provide the hiding equivalent of brush coats.
2. Do not double back with spray equipment to build up film thickness of two coats in one pass.

E. For completed work, match the approved Samples as to texture, color, and coverage. Remove, refinish, or repaint work not in compliance with the specified requirements.

F. Miscellaneous surfaces and procedures:

1. Exposed mechanical items:

- a. Finish electric panels, access doors, conduits, pipes, ducts, grilles, registers, vents, and items of similar nature to match the adjacent wall and ceiling surfaces, or as directed.
- b. Paint visible duct surfaces behind vents, registers, and grilles flat black.
- c. Wash metal with solvent, prime, and apply two coats of semi-gloss enamel.

2. Exposed pipe and duct insulation:

- a. Apply one coat of latex paint on insulation which has been sized or primed under other Sections; apply two coats on such surfaces when unprepared.
- b. Match color of adjacent surfaces.
- c. Remove band before painting, and replace after painting.

3. Hardware: Paint prime coated hardware to match adjacent surfaces.

4. Wet areas:
 - a. In toilet rooms and contiguous areas, add an approved fungicide to paints.
 - b. For oil base paints, use 1% phenolmercuric or 4% tetrachlorophenol.
 - c. For water emulsion and glue size surfaces, use 4% sodium tetrachlorophenate.
 5. Interior: Use "stipple" finish where enamel is specified.
 6. Exposed vents: Apply two coats of heat-resistant paint approved by the Architect.
 7. Touch up all damaged surfaces prior to final acceptance.
- 3.5 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

END OF SECTION

SECTION 10400
IDENTIFYING DEVICES

PART 1 - GENERAL

- 1.1 THIS SECTION includes all IDENTIFYING DEVICES where shown on the Drawings, as specified herein, and as required by governmental agencies having jurisdiction, and as needed for a complete and proper installation.
- 1.2 QUALITY ASSURANCE:
- A. Building Code: California Building Code most recent edition with current State and local amendments.
 - B. Electrical Code: California Electrical Code most recent edition with current State and local amendments.
 - C. Fire Code: California Fire Code most recent edition with current State and local amendments.
 - D. Handicapped Accessibility Requirements: The proposed facility shall conform to all requirements for handicapped accessibility as set forth in the editions of the Title 24 Handicapped Accessibility Standards of the California Administrative Code, and the Federal Americans with Disabilities Act in effect at the time of construction.
- 1.3 SUBMITTALS:
- A. Provide Manufacturer's Literature describing all new manufactured products proposed for inclusion in the Work of this Section.
 - B. Samples: Provide one full size sample of each type of Identifying Device specified in this Section depicting size, lettering and color. Obtain approval of Architect prior to fabricating Identifying Devices.

PART 2 – PRODUCTS

- 2.1 GENERAL:
- A. When new or additional signs and/or identification devices are provided, or when existing signs and/or identification devices are replaced or altered, the new or altered signs and/or identification devices shall comply as detailed.
 - B. All signs shall conform to the regulations concerning character proportion, pictograms, finish and contrast, and illumination levels and all other requirements contained in the Federal Americans with Disability Act.

- C. All Handicapped Accessible spaces shall display the international symbol of accessibility in the size, location, and position required by the above referenced Handicapped Accessibility Standards.
- D. Type Style: Helvetica Medium
- E. Message Type Size: Conform to the regulations contained in the above referenced Handicapped Accessibility Standards as indicated in the drawings.
- F. Numeral Type Size: Conform to the regulations contained in the above referenced Handicapped Accessibility Standards or as indicated in the drawings.
- G. Plaque color: Blue, equal to color No. 15090 in Federal Standard 595b.
- H. Type or numeral color: White.
- I. Sign material: Plastic
- J. Mounting: Double-sided 1/32" thick vinyl tape, silastic adhesive, or screw mounting, depending on mounting surface.
- K. The INTERNATIONAL SYMBOL OF ACCESSIBILITY shall be the standard used to identify facilities that are accessible to and usable by individuals with disabilities. Elements and spaces of accessible facilities which shall be identified by the International Symbol of Accessibility are:
 - 1. Accessible parking spaces.
 - 2. Accessible building entrance.
 - 3. Accessible sanitary facilities.
- L. COLOR OF SYMBOL: The International Symbol of Accessibility shall consist of a white figure on a blue background. The blue shall be equal to color No. 15090 in Federal Standard 595b.
- M. SIGNAGE AND STRIPPING AT ACCESSIBLE PARKING SPACES:
Each parking space reserved for persons with disabilities shall be identified by a reflectorized sign permanently posted immediately adjacent to and visible from each stall or space, consisting of the International Symbol of Accessibility and have required surface stripping.
- N. EXTERIOR ROUTE SIGNAGE LEADING TO ENTRANCES: At every primary public entrance and at every major junction along or leading to an accessible route of travel, there shall be a sign displaying the international symbol of accessibility. Signs shall indicate the direction to accessible building entrances and facilities and shall comply with the requirements for directional and informational signage. See applicable requirements below.
- O. ENTRANCE SIGNS: All building entrances that are accessible to and usable by persons with disabilities shall be identified with at least one International Symbol of

Accessibility and with additional directional signs, utilizing the symbol, at junctions, to be visible to persons along approaching pedestrian ways.

2.2 TACTILE EXIT SIGNAGE:

- A. Provide new 6" x 6" tactile exit signs at all accessible exterior exit doors.
- B. Tactile exit signage where provided or elsewhere required shall have the following attributes:
 - 1. Each grade-level exterior exit door shall be identified by a tactile sign with the word, "EXIT."
 - 2. Letters on signs are raised 1/32", sans serif uppercase characters and are accompanied by Grade 2 Braille.
 - 3. Raised characters are between 5/8" and 2" high.
 - 4. Braille dots are 1/10" on center in each cell with 2/10" space between cells, measured from the second column of dots in the first cell to the first column of dots in the second cell.
 - 5. Braille dots are raised a minimum of 1/40" above the background.
 - 6. Characters, symbols an background of signs is eggshell, matte, or other non-glare finish.
 - 7. Characters and symbols contrast with their background (light characters on a dark background, or dark characters on a light background.)
 - 8. Letters and numbers on signs have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between | 1:5 and 1:10.
 - 9. Signs are installed on the wall adjacent to the latch side of the door. At double leaf doors and when there is no wall space at the latch side, signs shall be placed on the nearest adjacent wall, preferably on the right.
 - 10. Mounting height is 60" from the finish floor to the centerline of the sign.
 - 11. Mounting location allows a person to approach within 3" of the signage without encountering protruding objects or standing within the swing of a door.

2.3 OTHER SIGNAGE:

- A. Provide additional signs as directed by the Owner, where shown on the Drawings, as specified herein, as required by governmental agencies having jurisdiction, and as needed for a complete and proper installation.

PART 3 - EXECUTION

- 3.1 **INSTALLATION:** For all manufactured products, follow manufacturer's installation instructions and details as specifically modified by the Drawings and Specification using materials and methods described in the installation instructions. Contractor shall provide any and all fasteners, hardware, mounting devices, brackets, valves, special fittings, or other specialty items called for in the installation instructions in order

to assure proper installation. All such items required by the installation instructions shall be provided by the Contractor at no additional cost to the Owner.

- 3.2 MOUNT all signs firmly into position, level, plumb and square with all surfaces to which they are attached.
- 3.3 WARRANTIES: At the conclusion of the job, the Contractor shall deliver to the Owner full Manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

END OF SECTION

SECTION 10522
FIRE EXTINGUISHERS AND CABINETS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. THIS SECTION includes all fire extinguishers, mounting brackets, cabinets and accessories where shown on the drawings, as specified herein, and as needed for a complete and proper installation.

1.2 QUALITY ASSURANCE

- A. Conform to NFPA 10 - Portable Fire Extinguishers for extinguishers and fire blankets.
- B. Building Code: California Building Code most recent edition with current State and local amendments.
- C. Handicapped Accessibility Requirements: The proposed facility shall conform to all requirements for handicapped accessibility as set forth in the editions of the Title 24 Handicapped Accessibility Standards of the California Administrative Code, and the Federal Americans with Disabilities Act in effect at the time of construction.
- D. Provide fire extinguishers, cabinets and accessories from a single manufacturer.

1.3 SUBMITTALS

- A. Submit product data under provisions of Section 01340.
- B. Include physical dimensions, operational features, color and finish, wall mounting brackets with mounted measurements, anchorage details, rough-in measurements, location, and details.
- C. Submit manufacture's installation instructions under provisions of Section 01340.

1.4 OPERATION AND MAINTENANCE DATA

- A. Submit manufacture's operation and maintenance data under provisions of Section 01340.

- B. Include test, refill or recharge schedules, procedures, and recertification requirements including requirements applicable to the Work.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Do not install extinguishers when ambient temperatures may cause freezing.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. J.L. Industries,
- B. Larsen's Manufacturing,
- C. Substitutions: Under provisions of Section 01340.

2.2 EXTINGUISHERS

- A. In Utility Room #107: Multi-Purpose Dry Chemical Type: steel tank, model "Cosmic 10E" manufactured by J.L. Industries; with pressure gage, 10 lb. capacity rated 4A-80BC with #MB846C wall bracket (cabinet not required).
- B. For Semi-Recessed Cabinet Applications at Kitchen #101 and Bunkhouse #201: Multi-Purpose Dry Chemical Type: steel tank, model "Cosmic 5E" Manufactured by J.L. Industries; with pressure gage, 5 lb. capacity rated 3A-40BC (see the following paragraph for cabinets).

2.3 CABINETS

- A. Semi-Recessed cabinet at Stud Walls: J.L. Industries "Ambassador Series 1017D10" with 3" rolled edge trim.

2.4 FABRICATION

- A. Form body of cabinet with tight inside corners and seams.
- B. Pre-drill holes for anchorage.
- C. Form perimeter trim and door stiles by welding, filling and grinding smooth.
- D. Hinge doors for 180 degree opening with continuous piano hinge. Provide nylon roller type catch.

2.5 FINISHES

- A. Extinguisher: Red enamel.

B. Cabinet, Trim and Door:

1. Semi-recessed - white epoxy primer finish. Field paint with appropriate finish system for surface to be painted as described in Specification Section 09900 - Painting. One color to be selected by Architect.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Prior to rough-in, field verify mounting locations with Fire Marshall, Architect and Project Manager and adjust locations as directed.
- B. Verify rough openings for cabinet are correctly sized and located.
- C. Beginning of installation means acceptance of existing conditions.

3.2 INSTALLATION

- A. For all manufactured products, follow manufacturer's installation instructions and details as specifically modified by the Drawings and Specifications using materials and methods described in the installation instructions. Contractor shall provide any and all solid blocking in walls, fasteners, hardware, mounting devices, brackets, special fittings, or other specialty items called for in the installation instructions in order to assure proper installation. All such items required by the installation instructions shall be provided by the Contractor at no additional cost to the Owner.
- B. Install cabinets plumb and level in wall openings 36 inches from finished floor to inside bottom of cabinet.
- C. Secure rigidly in place in accordance with manufacturer's installation instructions.

- 3.3 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

END OF SECTION

SECTION 16000
ELECTRICAL

PART 1 - GENERAL

1.1 THIS SECTION outlines the general requirements for the electrical system. The electrical system includes, but is not limited to, all wiring, devices, grounding, circuit protection, switches, outlets, panel boxes, meters, connectors, accessories and fixtures necessary for a complete installation with all equipment, appliances and controls connected and ready for use. The job entails new construction and interfacing with existing Work.

1.2 QUALITY ASSURANCE:

- A. Building Code: California Building Code most recent edition with current State and local amendments.
- B. Electrical Code: California Electric Code most recent edition with current State and local amendments.
- C. Energy Requirements: All materials and workmanship shall comply with the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Building Energy Efficiency Standards published by the California Energy Commission.
- D. Comply with all applicable local codes and regulations unless stricter standards are indicated.
- E. All equipment, materials, fixtures shall bear U/L label rating. All exterior components and those in bathroom areas shall bear U/L label rating for damp locations.
- F. Accessibility Requirements: All materials and workmanship shall comply with the all requirements for accessibility as set forth in the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Federal Americans with Disabilities Act in effect at the time of construction.

1.3 SUBMITTALS:

- A. Provide manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.
- B. Submit electrical load calculations for review by Architect.

PART 2 - PRODUCTS

2.1 LOADCENTERS

- A. Manufacturer: Square-D, Westinghouse, ITE, or equivalent.

- B. Construction: Boxes shall be made from cold rolled code gauge sheet steel having multiple knockouts and shall be factory assembled into a single rigid structure. Hinged doors covering all circuit breaker handles shall be included in all trims. Doors shall have a manually operated spring latch.
- C. Finish: Finish shall be medium light gray ASA49 enamel.
- D. Bussing: Bus bars for the mains and cross connectors shall be of copper or tin plated aluminum in accordance with UL standards. Bussing shall be braced throughout to conform to industry standard practice governing short circuit stresses in load centers. Neutral bussing shall have a suitable lug for each outgoing feeder requiring a neutral connection of same ampacity as branch.
- E. Overcurrent Devices: Plug-on type circuit breakers. All breakers shall be full-size. No "half-size", or "wafer-size" breakers shall be allowed.

2.2 METER ASSEMBLIES

A. General

- 1. Meter Assemblies shall meet the enclosure requirements established by UL and shall be furnished with a UL label stating the switchboard is "Suitable for use as a Service Equipment" and shall meet the requirements of PG&E as service entrance equipment.
- 2. Metering sections shall be provided with 5-jaw meter sockets for 120/240V 1 phase 3 wire service. All meter sockets shall be UL approved for "continuous duty".
- 3. Shall be as manufactured by Square-D, Westinghouse, ITE, GE or equivalent.
- 4. Underground Termination Facilities: Provide termination facilities in accordance with PG&E standards.

2.3 CONDUIT AND FITTING

A. Rigid Steel Conduit

- 1. Conduit, rigid steel: full weight, threaded, hot-dip galvanized, inside enameled, conforming to ANSI C80.1.

B. Electrical Metallic Tubing (EMT)

- 1. Conduit: Shall be formed of cold rolled strip steel, electrical resistance welded continuously along the longitudinal seam and hot-dip galvanized after fabrication. Conduit shall conform to ANSI C90.3 specifications and shall meet UL requirements.

C. Rigid Non-Metallic Conduit

- 1. Conduit: Carlon schedule 40 PVC.
- 2. All fittings solvent welded.

2.4 WIRE AND CABLE

A. General

1. Acceptable manufacturers: General Electric Co., Rome Cable, Southwire, Triangle, PWC Inc., or equivalent.
2. Conductor material: All wire and cable shall be insulated copper conductors for all wire sizes.
3. Insulation: Insulation shall be THWN-THHN for wire sizes through size 1/0 AWG. For larger sizes insulation shall be THWN, XHHW, THW or as required to suit application.
4. Fixture wire: Type AF
5. Non-metallic Sheathed Cable: Type NM with ground. Romex type.
6. Service-Entrance Cable: Type SE with ground.
7. Telephone and computer network cable to be Category Five type communications cable.
8. Minimum conductor size:

Power and lighting branch circuits:	#12 AWG
Small appliance circuits:	#12 AWG Signal and
control circuits under 100 volts:	#14 AWG

Provide low voltage wiring as required in the National Electrical Code.

2.5 OUTLET BOXES AND COVERS

- A. Standard Outlet Boxes: Galvanized, one-piece, drawn steel, knock-out type of size and configuration best suited to the application indicated on the plans. Minimum box size, 4 inch square by 1-1/2 inch deep.
- B. Switch Boxes: Two inch by 3 inches long, galvanized steel switch boxes shall be used only for the installation of single switches. Install multiple switches in standard gang boxes with raised device covers suitable for the application indicated.
- C. Nonmetallic Outlet Boxes: PVC type nonmetallic boxes, and nonmetallic raised covers as manufactured by Carlon or equivalent may be used in lieu of standard steel boxes in conformance with the requirements of the National Electrical Code.

2.6 SWITCHES AND RECEPTACLES

A. General

1. All general purpose 15 and 20 ampere, 125-250 volt receptacles and 120- 277 volt switches shall conform to NEMA WD-1 and applicable UL tests.

B. Receptacles:

1. Ground fault circuit interrupter receptacle: NEMA type 5-15R residential grade, LEVITON MFG. CO. #6599-W or equivalent.
2. Duplex receptacles; NEMA type 5-15R residential grade, LEVITON #5096-W or equivalent. NEMA type 5-20R for damp locations.
3. Floor receptacles: Carlon Co, 1-gang rectangular floor box # E976RFB and #E9761 cover with stainless steel finish.

C. Switches: Fifteen and Twenty ampere, 120-277 volts, fast make-slow break, quiet type switch with silver cadmium alloy contacts, binding head terminal screws, back and side wired. All switches shall be of color approved by Architect.

1. Single pole, single throw, residential grade, LEVITON #53501-W or equivalent.
2. Three-way, residential grade, LEVITON 53503-W or equivalent.
3. Dimmer light switch, UL listed, built-in TV/radio interference filter and choke filter, LEVITON 'DECORA' series suitable for type of lamp.

2.7 DEVICE PLATES

A. Flush Device Plates: residential areas, plates shall be smooth plastic, LEVITON #8600 series or equal, of color approved by Architect.

1. Outlets installed within the building on exterior walls shall have device plates provided with full-size 1/8" thick rubber neoprene closecell gaskets, with knockouts for receptacles or switches.

B. Surface Mounted Devices, indoor: Galvanized metal or fit box.

C. Outdoor, Weatherproof: PVC construction, corrosion resistant, heavy duty, hinged cover flap, and gasket.

2.8 PROTECTIVE DEVICES

A. Circuit Breakers: Molded case, bolt-on, thermal magnetic type, 40 degrees C. Ambient temperature compensated, fixed mounting, with quick-make, quick-break switching mechanism mechanically trip-free from the operating handle and conforming to applicable codes.

B. Ratings: Refer to drawings and prepare panel schedules for trip frame and poles required. Minimum short circuit rating for 120/240 volt breakers is 22,000 A.

2.9 IDENTIFYING DEVICES

A. Panelboard Directories: Shall be typewritten, arranged in numerical order and shall show the number where the circuit is located. The room numbers used shall be verified with the Owner and shall not necessarily be those used in the drawings. Mount directories in a 6"x8" metal frame under glass inside each panelboard.

B. Wire and Terminal Markers: Self-adhering, pre-printed vinyl with self-laminating wrap around strip. Brady B191 series, Thomas & Betts WSI series, or equivalent.

2.10 TELEPHONE/CATV SERVICE BOXES

A. Provide recessed, mounted protector box as manufactured by Benner- Nawman, model BN1020 and BN1120W, constructed of galvanized steel, with weather resistant screwed on lid.

- B. Provide box with riser conduit and ground wire per Pac Bell requirements.

2.11 GROUNDING

- A. Enclosures of equipment, raceways, and fixtures shall be permanently and effectively grounded. Provide code sized (unless otherwise indicated) copper, insulated green equipment ground with non-metallic conduit runs. Equipment ground shall originate at panelboard ground bus and shall be bonded to all switch and receptacle boxes and electrical equipment enclosures.
- B. Building services shall be grounded using concrete encased electrode installed in footings, per NEC Article 250. Bonding shall be made to cold water pipe and gas pipe.

2.12 LIGHTING FIXTURES: See Lighting Fixture Schedule.

2.13 ALARM SYSTEM: Provide complete smoke detector system and fire alarm to meet all requirements of applicable codes.

PART 3 -- EXECUTION

3.1 CONDUIT AND RACEWAY APPLICATIONS

- A. Rigid Steel Conduit: For all exposed conduit exposed to mechanical damage.
- B. PVC Conduits: Schedule 40 PVC may be used underground with 3" sand under and 6" sand over when serving lighting circuits and power secondary circuits. PVC conduit may be used exposed at meter assemblies where protected from damage.

3.2 CONDUIT INSTALLATION

A. General

1. Conduit system shall be concealed unless exposed work is clearly called for on the drawings.
2. Conduits shall be tightly covered and well protected during construction using metallic bushings and bushing "pennies" to seal open ends.
3. In all empty conduits or ducts, install a 200-pound tensile strength polyethylene pulling rope.
4. Conduit systems shall be electrically continuous throughout. Install code size, insulated, copper, green grounding conductor in all conduit runs as required by code, or as indicated on drawings.

B. Layout

1. Locations of conduit runs as indicated on site and electrical plans.
2. Where practical, install conduits in groups in parallel, vertical or horizontal runs and at elevations that avoid unnecessary offsets.

3. Exposed conduit shall be run parallel or at right angles to the centerlines of columns and beams.
4. Conduits shall not be placed closer than 12 inches from a parallel hot water or steam line or 3 inches from such lines crossing perpendicular to the runs.

C. Supports

1. All raceway systems shall be secured to the building structures using specified fasteners, clamps and hangers spaced according to code requirements.
2. Support single runs of conduit using one hole pipe straps. Where run horizontally on walls in damp or wet location, install "clamp backs" to space conduit off the surface.

3.3 CABLE AND WIRE INSTALLATION

A. General

1. Conductors shall not be installed in conduit until all work of any nature that may cause injury is completed. Care shall be taken in pulling conductors that insulation is not damaged. UL approved non-petroleum base and insulating type pulling compound shall be used as needed.
2. All cables shall be installed and tested in accordance with manufacturer's requirements and warranty.

B. Splicing and Terminating

1. All aspects of splicing and terminating shall be in accordance with cable manufacturer's published procedures.
2. Make up all splices in outlet boxes with conductors as specified herein with separate tails of correct color to be made up to splice. Provide at least six (6) inches of tails packed in box after splice is made up.

C. Nonmetallic Sheathed Cable and Service Entrance Cable

1. Nonmetallic Sheathed Cable shall be used for feeder to unit loadcenter, as allowed by NEC Article 338.
2. Service Entrance Cable shall be used for feeder to unit loadcenter, as allowed by NEC Article 338.
3. Cables shall comply with NEC Section 300-4 where installed through studs, rafters and similar members.

3.4 INSTALLATION OF BOXES AND WIRING SERVICES

A. General

1. All outlets shall finish FLUSH with building walls and ceiling, except where exposed work is called for. There shall be no gap between box and wall or ceiling material. Any opening between box and wall or ceiling shall be caulked airtight at party wall boxes shall be sealed with approved acoustic sealant.
2. Install raised device covers on all outlet boxes as required to finish flush with

surface. Covers shall be of a depth to suit the wall or ceiling finish.

3. Exposed outlet boxes and boxes in damp and wet locations shall be cast metal with gasketed cast metal cover plates.

B. Box Layout

1. Outlet boxes shall be installed at the locations and elevations shown on the drawings or specified herein. Make adjustments to locations as required by structural conditions and to suit coordination requirements of other trades.
2. Outlet boxes in stud walls and partitions shall not be mounted back-to-back nor shall through-wall boxes be permitted.

- C. Mounting Heights: Mounting heights of devices as measured from the top of the faceplate shall be as follows:

Device	Height (Inches)
Convenience receptacles	12
Convenience receptacles above counters or at lavatories unless otherwise noted.	44
Switches, light + 46" at kitchen	48
Telephone Outlet	12

3.5 INSTALLATION OF MANUFACTURED ITEMS

For all manufactured products, follow manufacturer's installation instructions and details as specifically modified by the Drawings and Specifications using materials and methods described in the installation instructions. Contractor shall provide any and all fasteners, hardware, mounting devices, brackets, valves, special fittings, or other specialty items called for in the installation instructions in order to assure proper installation. All such items required by the installation instructions shall be provided by the Contractor at no additional cost to the Owner.

- 3.6 COORDINATE installation and connection of the work with other affected trades.

- 3.7 TEST, ADJUST and balance system for proper operation

- 3.8 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

END OF SECTION

SECTION 16821
INTEGRATED FIRE ALARM and SMOKE DETECTION SYSTEM

PART 1 - GENERAL

- 1.1 THIS SECTION includes all Fire Alarm Systems and related work where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- 1.2 QUALITY ASSURANCE:
- A. California Building Code most recent edition with most recent State and local amendments.
 - B. California Plumbing Code, most recent edition with most recent state and local amendments.
 - D. California Mechanical Code, most recent edition with most recent state and local amendments.
 - E. California I Electric Code, most recent edition with most recent state and local amendments.
 - F. California Fire Code, most recent edition with most recent state and local amendments.
 - G. Meet all requirements for NFPA 72 Fire Alarm System.
 - H. Energy Requirements: All materials and workmanship shall comply with the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Building Energy Efficiency Standards published by the California Energy Commission.
 - I. Accessibility Requirements: All materials and workmanship shall comply with the all requirements for accessibility as set forth in the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Federal Americans with Disabilities Act in effect at the time of construction.
- 1.3 SUBMITTALS:
- A. Provide manufacturer's Literature describing all manufactured products proposed for inclusion in the Work of this Section.
 - B. SHOP DRAWINGS: Submit shop drawings fully describing the scope of the proposed work to be provided under this Section. Submit four copies of shop

drawings showing details of all components of the Fire Alarm system. Manufacturer's standard drawings are acceptable except for non-standard features such as spacial zoning, control systems, coordination with other trades and required clearance to equipment.

1. WIRING LAYOUT: Submit layout diagram showing sizes, connection details, support brackets, and layout of all wiring that is a part of the Fire and Intrusion Alarm system.
- C. SUBMIT all instruction books, warranties, and parts listed to the Owner prior to final acceptance.

1.4 GENERAL INFORMATION

- A. This is a Performance Specification for Design and Installation of a complete Integrated Fire Alarm and Smoke Detection System. Locations of sensors, detectors, pull stations and alarms are the responsibility of the Alarm System Contractor. Final installed system shall include all items necessary to obtain Code compliance.
- B. The installer shall be trained, properly licensed and experienced in the installation of Fire and Intrusion Alarm systems. It is the installer's responsibility to assure the system functions properly, safely, and meets all local, state and regional codes.
- C. Installer to supply and install all materials shown on this plan and all others needed to complete this Fire and Intrusion Alarm system. Also, provide any incidental work not shown or specified, which can be reasonably inferred as belonging to the work necessary to provide the complete system. Include all such items in Shop Drawing submittal.

1.5 JOB CONDITIONS

- A. Site Conditions: Examine the site and all mechanical, electrical, architectural and other drawings and verify all field conditions that will affect the Work. Make allowances for all such conditions in preparing the bid.
- B. Restoration of Damage: repair or replace, as directed by architect, materials and parts of premises that become damaged as a result of installation of work of this Section.

PART 2 - PRODUCTS

- 2.1 Provide all products required for a complete system as approved by all government agencies having jurisdiction over the Project and as required for a complete and proper installation.
- 2.2 PREFORMANCE CRITERIA: This is a performance specification written for design and installation of a State of California Fire Marshall approved and NFPA 72 approved Integrated Fire Alarm and Smoke Detection System. Pull Stations, Audible and Visual Alarms shall meet the requirements of the ADA and CBC. Contractor shall prepare plans and calculations and obtain approval from the Fire Marshall having jurisdiction over the project prior to commencing with the Work. Contractor shall present approved

plans to the Owner and to the Mendocino County Department of Planning and Building Services prior to commencing with the Work.

2.3 FIRE ALARM AND SMOKE DETECTION SYSTEM COMPONENTS

- A. In addition to complying with all code regulations, meet all requirements of Electrical Notes on sheet EM-1.
- B. All wiring for alarm system shall be concealed where possible.
- C. Provide integrated FACP and IACP control panel with separate readouts for each detection component type.

PART 3 – EXECUTION

3.1 DISCREPENCIES

- A. In the event of discrepancy, immediately notify the Architect.
- B. Do not proceed with the installation in areas of discrepancies until all such discrepancies have been fully resolved.

3.2 GENERAL

- A. Installation to follow all applicable state and local building codes and to be installed following conventional practice for Integrated Fire Alarm and Smoke Detection Systems.

3.3 INSTALLATION

- A. Provide all products required for a complete system as approved by all government agencies having jurisdiction over the project and as required for a complete and proper installation. Written approval of the installed and tested system by the Fire Marshall in charge shall be presented to the Owner at the conclusion of the job. Delivery of the signed off permit by the Contractor shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.
- B. For all manufactured products, follow manufacturer's installation instructions and details as specifically modified by the Drawings and Specifications using materials and methods described in the installation instructions. Contractor shall provide any and all fasteners, hardware, mounting devices, brackets, valves, special fittings, or other specialty items called for in the installation instructions in order to assure proper installation. The Contractor shall provide, at no additional cost all such items required by the installation instructions.

- 3.4 WARRANTIES: At the conclusion of the job, deliver to the Owner full manufacturer's warranties for all manufactured products used in the Work. It is the responsibility of the Contractor to contact manufacturer's representatives and to register the product purchases and installations. Warranties shall be registered in the Owner's name. Delivery of completed warranty papers shall be a requirement necessary for the issuance of the Certificate of Substantial Completion.

- 3.5 COORDINATE installation and connection of the Work with other affected

trades.

3.6 TEST, ADJUST and balance system for proper operation.

3.7 INTERFACE WITH EXISTING WORK: The work involves remodeling of a structure and adding on to it. Prior to submitting a bid, it is the Contractor's responsibility to examine the existing site and structures, and to verify the construction details as well as all other existing conditions that must mesh with new work. Include in the bid price a sum to cover costs of items necessary to perform work. No allowance will be made to a bidder because of a lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examinations.

3.8 EXISTING SERVICES

- A. Active Services: When encountered in work, protect, brace, support existing active gas, electric, other services where required for proper execution of work. If existing active services are encountered that require relocation make request in writing for determination. Do not proceed with work until written directions are received. Do not prevent or disturb operation of active services that are to remain.
- B. Inactive Services: When encountered in work, remove, cap, or plug inactive services. Notify utility companies or municipal agencies having jurisdiction; protect or remove these services as directed.

3.9 CUTTING, PATCHING, RESTORING

- A. Unless otherwise specified, each contractor shall do all cutting, drilling, patching, restoring that may be required in connection with his work, he shall restore work of other contractors damaged by him.
- B. No contractor shall do any cutting that may impair strength of building construction. No holes, except for small screws, may be drilled in beams or other structural members without prior approval.
- C. Patch and/or trim with materials that match existing to correct unsightly conditions caused by remodeling.

END OF SECTION

EXHIBIT E- NOTICE OF PROJECT COMPLETION

<p>State of California - The Resources Agency Director DEPARTMENT OF PARKS AND RECREATION</p> <p><i>When recorded mail to:</i></p> <p>Loren Rex Sonoma-Mendocino District California State Parks 12301 NORTH HIGHWAY 1, Box 1 MENDOCINO, CA 95460</p> <p>Exempt per Government Code Section 27383</p>	<p>(FOR RECORDER'S USE ONLY)</p>
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NOTICE OF COMPLETION OF CONTRACT NO. _____
_____ COUNTY

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned, leased, or N/A by the STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, POST OFFICE BOX 942896, SACRAMENTO, CALIFORNIA 94296-0001.
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is IN FEE.
4. That on the _____ day of _____, 20____, a work of improvement described in paragraph 8 on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was _____
6. Upon said contract the (insurance company name and address) _____
_____ was the surety upon the bond given by said contractor, as required by Chapter 1 of Division 2 of the California Public Contract Code.
7. That the real property herein referred to is situated in the _____
8. The nature of the work done or materials furnished pursuant to the above contract number is described as follows:

(Signature of Owner or Owner's Agent) State of
California Department of Parks and Recreation

DECLARATION

I, (print name) _____, am a duly authorized representative of the Department of Parks and Recreation and I have read this Notice of Completion and know its contents to be true. I declare under penalty of perjury that the foregoing is a true and correct copy of the non-photographically reproducible portion of the document to this declaration.

(Signature)

(Place)

(Date)

EXHIBIT F – Annual Revenue and Expenditure Report**Annual Revenue and Expenditure Report****Operating Agreements**

Park Unit _____

Operator _____

State's Fiscal Year _____ to _____

Estimated Total Visitors _____

	Revenue	Expenditures	Balance
Visitor Entrance Fees			
Separate Parking Fees			
Special Events			
Miscellaneous Revenue			
Total Annual Revenue			
Salaries & Wages			
Maintenance & Housekeeping			
Utilities			
Capital Improvement Projects			
Miscellaneous Expenses			
Total Annual Expenditures			
Grand Totals			

Preparer Name _____ Date _____

Phone Number _____

LICENSE/PERMISSION FOR USE OF TRADEMARKS

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

REQUESTER NAME

_____ hereafter called the "Licensee."

Subject to the terms and conditions of this Agreement, the California Department of Parks and Recreation (the "Department") grants permission to use certain trademarks (the "Mark(s)"), created and owned by the Department, in accordance with the terms and conditions of this License, identified as follows:

California State Parks logo USPTO Reg. No. 2437051

See Attachment 1" for additional provisions regarding use of the logo, including specifications, registration, and logo usage guidelines.

The Department hereby grants to the Licensee the non-exclusive, non-transferable, non-sublicenseable right and license to use, reproduce, duplicate and distribute the Marks pursuant to the terms and conditions of this license for a term of ____ year(s) from the date of execution by both parties but not to exceed the duration of the ____ agreement between the Department and Licensee. This License is intended to run concurrently with the ____ agreement and shall automatically terminate upon early termination of said agreement. Licensee shall own all right, title and interest in and to the new works created; provided, however, that the Department shall retain all right, title and interest in and to the Marks provided hereunder.

This license shall authorize the use of the Marks and associated goodwill, in connection with the following only:

Any additional use shall require written permission and/or the payment of fees. This permission is non-transferable and non-sublicenseable (except as described above). This is not an exclusive privilege to the user, and the Department reserves the right to make the Marks available to others.

One copy of any published work or product using the Marks pursuant to this grant of license must be provided to the Department at no cost to the Department unless agreed otherwise in writing. Licensee shall not modify or alter the Marks in any way without prior written approval from the Department.

All uses of the ____ Mark must be accompanied by the trademark symbol TM until such time that Licensee is notified by the Department that the federal registration symbol (®) should be used. All uses of the California State Parks logo must be accompanied by the trademark symbol ®.

IN NO EVENT SHALL THE DEPARTMENT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. THE DEPARTMENT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

Licensee agrees to indemnify, protect, hold harmless, and defend the Department from and against any liability that might arise from any and all use of the Marks by Licensee, its licensees, successors or assigns.

Licensee agrees to pay the Department, upon acceptance of this Agreement, all expenses as follows:

Goodwill and Quality Control

A. Licensee recognizes the great value and goodwill associated with the Marks and acknowledges that such goodwill belongs to the Department. Licensee further acknowledges that the Marks have acquired a secondary meaning among the public.

Licensee agrees not to take any action that could be detrimental to the goodwill associated with the Marks or to the Department. B. The Department shall have the right to approve the quality of any reproduction of the Marks on any materials, as well as the associational use or co-joining of the Marks with any event, cause, or third party. The Department shall not unreasonably withhold such approval.

C. Licensee agrees to inspect and approve its own sponsored uses of the Mark(s) to ensure quality and content of materials, consistent with the good will represented by the Mark(s).

Third Party Infringement

The Department, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Marks by a third party. The Department shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to the Department.

The provisions above constitute page 1 of 2 of this agreement. Page 2 must be initialed by both parties for this agreement to be valid.

AGREED AND ACCEPTED

State of California Department of Parks and Recreation		LICENSEE	
BY ▶	DATE	BY ▶	DATE
PRINTED NAME OF PERSON SIGNING Lisa Ann L. Mangat		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Director	DISTRICT/SECTION California State Parks	ADDRESS	
PHONE NO. 916 651-1153	EMAIL	PHONE NO.	EMAIL

03/2005

LICENSE/PERMISSION FOR USE OF TRADEMARKSState of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

The provisions below constitute page 2 of 2 of this agreement. This page must be initialed by both parties for this agreement to be valid.

Ownership Rights

Licensee acknowledges the Department's exclusive right, titles and interest in and to the Marks. Licensee further covenants that it shall not at any time challenge or contest the validity, ownership, title and registration of the Department in and to the intellectual property or the validity of this License. Licensee's use of the Marks shall inure to the benefit of the Department. If Licensee acquires any trade rights, trademarks, equities, titles, or other rights in and to the Marks, by operation of law, usage, or otherwise, Licensee shall, upon the expiration of this License, assign and transfer the same to the Department without any consideration other than the consideration of the License.

All rights not specifically transferred by this License are reserved to the Department.

Termination

A. The Department shall have the right to terminate the License without cause upon sixty (60) days notice, whereupon all rights granted herein shall revert immediately to the Department.

B. Upon early termination by the Department or by expiration of the License, the License shall terminate, Licensee's rights shall cease immediately and Licensee shall discontinue all use of the Marks and/or other licensed property at once. Licensee shall dispose of all goods, works and materials bearing or relating to the Marks in accordance with the Department's instructions.

No Partnership or Agency Created

Nothing herein shall be construed to constitute the parties hereto as partners or joint venturers, nor shall any similar relationship be deemed to exist between them. Further, nothing in this License shall make one party the agent of the other, and neither party has power or authority to bind the other.

Applicable Law

This License shall be construed in accordance with the laws of the State of California; Licensee consents to jurisdiction of the courts of Sacramento, California.

Integration

This License, the _____ agreement, and Exhibit X, Attachment 1 attached hereto constitute the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both parties hereto. This License shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

Notices

All notices and reports to be sent to the Department shall be in writing and shall be mailed or delivered to California Department of Parks and Recreation, Partnerships Office, PO Box 942896, Sacramento, CA 94296-0001. All notices to be sent to Licensee shall be mailed or delivered to the address specified on the first page of the License form. All notices and reports shall be deemed delivered immediately upon personal delivery, or, if mailed, three (3) days after being deposited in the United States mail system, postage prepaid, first class mail, and properly addressed. The Department and Licensee shall provide notice to the other of any change in address.

Modifications

This License may not be modified except by a written instrument, signed by both parties, making specific reference to this License by date, parties and subject matter.

Severability

The invalidity or unenforceability of any provision of this License, or the invalidity or unenforceability of any provision of this License as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any of the other provisions of this License or any other applications of such provisions, as the case may be.

Attorneys Fees

If litigation becomes necessary to secure compliance with the terms and conditions of this License, to recover damages and/or to terminate the License, the prevailing party in any legal action shall be entitled to recover reasonable attorney fees and expenses incurred.

AGREED AND ACCEPTED

LICENSOR'S INITIALS	DATE	LICENSEE'S INITIALS	DATE
▷		▷	

03/2005

EXHIBIT G, Attachment 1**California State Parks License/Permission for Use of Trademarks****Logo Use by External Entities**

Use of the logo is restricted to Department publications and activities, unless the Department allows otherwise. Use of the logo by external entities must not be allowed unless any association created through use of the logo is consistent with promoting the goodwill of the Department and the Department's goals. Logo use by external entities must be documented with specific licensing language, signed by both parties, either as part of a contract or as a stand-alone licensing agreement. When the Department allows the logo to be used by an external entity on material not copyrighted to the Department, the following policies apply:

- A written license agreement must be executed by the Department and the third party entity, confirming the terms and conditions of use. This may be incorporated into an existing agreement (e.g., a cooperating association contract, concession contract, or donor agreement) or may be crafted as a separate license agreement. Separate license agreements must be approved by the Interpretation and Education Division.
- The logo may not be the most prominent design element (unless the license agreement states otherwise, such as when the logo is used on uniforms and merchandise).
- The logo may not be used in a manner that implies editorial content has been authored by or represents the views or opinions of the Department.
- The logo may not be used in any venue that displays adult content, promotes gambling, involves the sale of tobacco or alcohol, or otherwise violates applicable law.
- The logo may not be used in a manner that is determined by the Department in its sole discretion to be misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
- For each specific use of the logo (except in the cases of use by cooperating associations and concessionaires), advance approval must be obtained from the Chief of the Interpretation and Education Division.

Visual Display of the Logo

Unless otherwise authorized by the Chief of the Interpretation and Education Division, use the logo only as represented in these Guidelines.

Registration Symbol

- Because the logo is a trademark registered with the U.S. Patent and Trademark Office, the registration symbol ® must be used in connection with each use of the logo, unless it is infeasible from a design or fabrication standpoint (such as for patches or decals).

Logo Components

- Do not alter the logo components or use the components of the logo separately. For instance, the bear cannot be used alone or replaced with another element and/or the lettering cannot be used without the bear or replaced with different words.
- The font used for the text in the logo is Lithos. The text in the logo has been converted so that users do not need to have this font loaded on their computers in order to reproduce the logo.

Colors

- It is best to reproduce the logo using the Pantone (PMS) colors shown below. When reproducing these colors in four-color process inks (CMYK), or on screen (RGB), the screen tints listed below should be used. The following Pantone colors are used in the design of the logo: PMS 123-Yellow, PMS 281-Blue, PMS 364-Green, PMS 490-Brown, PMS 4715 Brown

Mendocino Headlands SP

(outline). The yellow background is a gradation of PMS 123. No other colors may be used in the four-color version of the logo.

PMS 123-Yellow	CMYK: C-0, M-21, Y-88, K-0	RGB: R-253, G-200, B-47
PMS 281-Blue	CMYK: C-100, M-85, Y-5, K-20	RGB: R-0, G-38, B-100
PMS 364-Green	CMYK: C-73, M-9, Y-94, K-39	RGB: R-66, G-119, B-48
PMS 490-Brown	CMYK: C-29, M-85, Y-54, K-72	RGB: R-91, G-43, B-47
PMS 4715-Brown	CMYK: C-13, M-47, Y-43, K-38	RGB: R-150, G-109, B-91

- Do not convert the four-color logo to grayscale. Instead use the black-and-white version of the logo.
- Do not copy the four-color logo on a black ink photocopier (except in the case of providing printouts of presentations that use the logo). Instead the black-and-white version of the logo should be used.
- The logo, in both four-color and black-and-white, may be used on colored paper and fabric.
- When printing in one or two colors, use the black-and-white version of the logo in a color being used for printing. When printing in two colors, the logo should be printed in the darker of the two colors.
- When embroidering the logo or screening it onto fabric, use the four-color version of the logo or reproduce the logo in any single color. Do not reproduce the logo in any two- or three-color combinations.

Appearance

- The logo must always appear clear and crisp. In order to meet this requirement, it should be printed at a minimum of 300 DPI.
- Do not tilt, skew, or distort the logo.
- In order to maintain clarity, do not use the logo at a size smaller than 5/8" in diameter.
- Reproduce the logo only from camera-ready proofs or electronic printing files. Do not redraw or trace the logo.
- Do not download and use the logo from the Department's web site. It is not suitable due to its low resolution.

Placement

- Do not crop, overprint, screen or superimpose the logo or print it behind art or copy.
- To make sure the logo stands out clearly, it must be placed within an area of unobstructed space. This also applies to the placement of the logo relative to the edge of a page or screen. There are two ways to determine the clear zone around the logo:
 1. The space must be the height of the letter "I" in the word "CALIFORNIA" in the logo.
 2. The space must be approximately 1/8 of the width of the logo. For example, if the logo is 2 inches across, then the clear zone would measure 1/4 of an inch.

