



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting October 6, 2015

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

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: bmusil@mono.ca.gov.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. APPROVAL OF MINUTES

A. Board Minutes

Approve minutes of the Regular Meeting held on September 8, 2015.

B. Board Minutes

Departments: Clerk of he Board

Approve minutes of the Regular Meeting held on September 15, 2015.

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Pledge of Revenue for Corrective Action at County Landfills

Departments: Public Works, Solid Waste Division

Proposed Resolution Approving Pledge of Revenue Agreement Establishing Financial Assurance for Corrective Action for the Benton, Chalfant, Pumice Valley, Bridgeport and Walker Landfills.

Recommended Action: Adopt proposed resolution, R15-_____, "A Resolution of the Mono County Board of Supervisors Approving a Pledge of Revenue Agreement Establishing Financial Assurance for Corrective Action for the Benton, Chalfant, Pumice Valley, Bridgeport and Walker Landfills." Provide any desired direction to staff.

Fiscal Impact: Pledge of Revenue is not an actual expenditure--in the event that no Corrective Action is necessary, there will be no fiscal impact. In any event, fiscal impacts will be to the Solid Waste Enterprise Fund.

B. Hiring Freeze Variance/Allocation List Change

Departments: Public Works

The Allocation List change is due to facilities staff taking on additional duties after a

vacant administration position was not refilled. The change in the allocation list eliminating Lead Worker and adding Work Order Technician more adequately describes the job duties being performed.

Recommended Action: 1. Adopt Resolution #R15- , authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of one Work Order Technician and delete one Maintenance Leadworker in the Public Works Department.

Fiscal Impact: This position was included in the recently approved 2015/16 budget. There is no additional cost resulting from this Allocation List change.

C. Community Recidivism and Crime Reduction Program

Departments: PROBATION

Request for Proposal for the Community Recidivism and Crime Reduction Program. Available funding for the Community Recidivism and Crime Reduction Services Grant program is projected to be \$5000.

Recommended Action: 1. Approval of Probation Department to submit application for the Community Recidivism and Crime Reduction Services Grant program in the amount of \$5000. 2. Amend the Juvenile Institutions 2015-16 Board Approved budget by Increasing grant revenues and expenditures by \$5,000 each.

Fiscal Impact: Budget Revenue increased in the amount of \$5000 and Budget expenditures increased in the amount of \$5000.

D. CALPERS SDMGT Contract Amendment Ordinance - Second Reading

Departments: Finance

Proposed ordinance No. ORD15-_____, An Ordinance of the Board of Supervisors, County of Mono Authorizing an Amendment to the Contract Between the Board of Supervisors, County of Mono and the Board of Administration of the California Public Employees' Retirement System.

Recommended Action: Adopt proposed ordinance No. ORD15-_____, An Ordinance of the Board of Supervisors, County of Mono Authorizing an Amendment to the Contract Between the Board of Supervisors, County of Mono and the Board of Administration of the California Public Employees' Retirement System.

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

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

A. Authorization to Bid for the Bridgeport Memorial Hall Remodel Project

Departments: Public Works

10 minutes

(Joe Blanchard) - The remodel project consists of demolition, constructing mechanical/storage rooms, serving bar, accessible wheelchair lift, theater stage and seating area, and second floor restrooms at the Memorial Hall Building located at 73 North School Street in Bridgeport.

The renovation plan set, too large to attach to the agenda itself, can be viewed by visiting the link below:

http://www.monocounty.ca.gov/sites/default/files/fileattachments/Board%20of%20Supervisors/calendar_event/3579/2014_mem_hall_renov_plan_set_-_pgs_1-64.pdf

Recommended Action: Approve bid package, including the project manual, project plans, and Notice of Exemption for the Bridgeport Memorial Hall Remodel Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Fiscal Impact:

Up to \$435,000 in CSA #5 funds were approved by the CSA #5 Board members to be utilized for this project. The \$435,000 amount has been included in the CSA's proposed 2015/2016 budget. There is no anticipated impact to the General Fund.

B. Long Term Planning for Conway Ranch

Departments: Public Works

1 hour

(Tony Dublino) - Presentation by Tony Dublino regarding the options for long-term planning for the County's Conway Ranch property.

Recommended Action: Receive presentation and discuss options. Provide any desired direction to staff.

Fiscal Impact: None. Informational only.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Lynda Salcido. Employee Organization(s): Mono County

Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Conference with Legal Counsel

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

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

D. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Board Minutes

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on September 8, 2015.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Draft Minutes 9-8-15](#)

History

Time	Who	Approval
9/11/2015 3:03 PM	County Administrative Office	Yes
9/25/2015 2:00 PM	County Counsel	Yes



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

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

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

**Regular Meeting
September 8, 2015**

Flash Drive	#1004
Minute Orders	M15-184 to M15-188
Resolutions	R15-64
Ordinance	ORD15-05 not used

9:00 AM Meeting called to Order by Chairman Fesko.

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

*Break: 9:57 a.m.
Closed Session: 10:07 a.m.
Reconvene: 10:22 a.m.
Adjourn: 10:25 a.m.*

Pledge of Allegiance led by Chairman Fesko.

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

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.
2. APPROVAL OF MINUTES

Note

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

A. Board Minutes

Approve minutes of the Regular Meeting held on August 18, 2015, as corrected.

M15-184

Johnston moved; Alpers seconded.

Vote: 5 yes; 0 no

Supervisor Johnston:

- On page 2, Pam Boal should be spelled Pam Bold.

Supervisor Alpers:

- On page 2, under his comment, add Shelley Abajian of (Senator Feinstein's office).

Supervisor Corless:

- On page 11, under Board Discussion of General Fund Policy Items, Stuart Knee from the AYSO should be spelled Stuart Need.

B. Board Minutes

Approve minutes of the Special Meeting held on September 1, 2015.

M15-185

Corless moved; Stump seconded.

Vote: 5 yes; 0 no

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- 9/1 - Attended the JLCAC meeting held at the JLCC. There is a move afoot in the community to have a skate park. CAC member Jeff Ronci volunteered to work with the youth and parents in the community to see if such a facility is feasible. The youngsters have gotten over 200 signatures on a petition of support. Community Development staff updated the CAC and community on the General Plan update. The meeting was adjourned in the name of Jerry Allendorf and Connie Black.
- 9/2 - Met with JLCAC Chairman Patti Heinrich and Sheriff Ingrid Braun at the June Lake substation regarding the possibility of converting the building into a visitor center and display for the JL Historical Society. Sheriff Braun will report back to him and Patti with what her future needs for the building are. He will keep the Board updated on progress being made.
- 9/4 - Attended an informal concert at the McGee Creek Lodge with a group of friends including Fred and Patti Stump. He had the rare and unique privilege of hearing Fred sing. Believe it or not, he actually has talent in that area!

Supervisor Corless:

- 9/2: Fisheries Commission confirmed support of a fisheries cleanup event —scheduling a Mammoth cleanup for 10/10, our board will consider a funding request out of the fine fund at the meeting next week.
- Met with members of People for Mono Basin Preservation—many thanks to Katie Bellomo and John Boynton for a very informative discussion and perspective on N. Mono Basin issues.
- Strategic Planning Update: Meetings last week to continue developing a one-year priority document and schedule to be brought to the board in October.
- Red Cross Training: attending shelter management training Friday—many thanks to Kathy Young and the LA Red Cross for an excellent training, attended by social services staff and community volunteers.
- Mono Arts Council Labor Arts Festival: 46th annual event in Mammoth—live music, wonderful art/crafts, food all to benefit arts education programs in the county.

Note

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- MCWD/Ormat: Letter to BLM describing impasse between two parties on requirements for a monitoring plan, requesting mediation.
- Request for future agenda item—discussion of Grand Jury report with Assessor Beck.
- Rough Fire—serious air quality impacts in southern Mono County for weeks; this fire will likely earn the distinction of one of the top 20 largest wildfires in California history. There needs to be a discussion, for at least having a better understanding of management/containment practices, allocation of resources, etc.
- Would like to adjourn the meeting in memory of Dr. Maria King and Alice Stapp.

Supervisor Fesko:

- September 3: Attended the EMS Ad Hoc committee in Lee Vining. The committee made faster progress at this meeting and he believes that the group will be able to move forward at a faster pace from here on out.
- Attended the Antelope Valley RPAC. As the discussion of trails picks up, the turn out by the public has increased. Many questions and concerns have risen and the public discussions have become lively. To see the public come out and get engaged is quite satisfying and is the reason for these gatherings.
- September 5: He had the opportunity to guide a group of people on a OHV trip starting outside of Bodie, out Cottonwood Canyon, along the eastside of Mono Lake, around Mono Craters and into June Lake junction. And of course back to Bodie. This 110 mile trip was fun and something he really needed! Later that day he stopped in Bridgeport to see the crowds out and about in celebration of Founders Day, sponsored by the Chamber of Commerce. The event started with several runs and walks. It contained multiple vendors with some awesome wares along with music and even team roping.
- September 6: He and his wife attended the Founder Days dinner in the Memorial Hall. Attendance was brisk with lots of raffle prizes, cakes for auction and food provides by Anything Goes catering. He was roped into acting as auctioneer and had a fun time helping to raise money for the Chamber.
- Thanks to Public Works for keeping the flag on top of the courthouse throughout the weekend and lit up during the evenings. It was really great to see the courthouse with the flag overnight!

Supervisor Johnston:

- The Governor has laid out a \$3.6 million transportation plan to the legislature. Half of this is expected to be for local jurisdictions but has to pass muster of the legislature. CSAC is in support of the governor's plan, although a more robust effort is needed to solve the problem.
- The legislature is moving to elect new leadership; The Assembly minority leader Kristin Olsen will be replaced by Chad Mayes. Anthony Rendon will become Speaker of the House. Jean Fuller will become minority leader.
- Great Basin Unified APCD will be meeting this coming Thursday, as mentioned, wildfire smoke issue will be brought.
- ESCOG will be meeting this Friday in Mammoth.
- CSAC has awarded Mono County another Merit Award as part of the CSAC challenge Award program; defer to Robin Roberts for further details of the award.

Supervisor Stump:

- 9-3: Attended the EMS Committee.
- With regard to the June Lake skate park project, he recommends having Mr. Ronci contact Kim McCarthy with CSA #1 about the project.

5. COUNTY ADMINISTRATIVE OFFICE

Lynda Salcido:

- Sept 2: Attended a management team meeting in Lee Vining. Discussion about holiday party coming up, Dec 9 proposed date for holiday party. Asking dept heads to contribute \$50 each to buy food, committee is Robin Roberts, Stacey Simon, Lynda Salcido, and Sarah Messerlian.
- 3rd coffee with CAO in Bridgeport. Well attended, she feels it continues to be worthwhile.

Note

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- EMS meeting on Sept 3, agrees that conversations are getting to the crux of discussion, group is engaged, moving forward, making progress.
- Sept 4th, interviewed candidates for registered dietician for health program. It has been a challenge to find qualified applicants who want to move and live here.
- At the management meeting, it was brought up that all employees are also disaster service workers. The County could call any employee to fill jobs as needed, will be issue letter to ask people to look at basic training videos online.
- Tri county fair on sat, sun went to Labor day art festival.

6. DEPARTMENT/COMMISSION REPORTS

Bob Musil:

- Town Election – Everything is going smoothly for the October 6 special election. Sample ballots were mailed last week, and vote by mail ballots are going out starting today.
- VoteCal – California is transitioning from county-maintained voter registration databases to a single statewide system. Last week Mono County went live on the new system, 2 ½ months ahead of schedule. Thanks to Kirk Hartstrom in I.T., and Shannon Kendall and Helen Nunn in my office for all of their work on this project.

Nate Reede, Ag Commissioner:

- California Agricultural Commission has 2 conferences every year; in May 2016 the spring conference will be held in Mammoth Lakes. Over 50 Ag Commissioners and many committee meetings go on at the conference.
- Funding is difficult with invasive species; as of now, the program in 2 counties is slated to end at the end of December. The grant situation is dismal.
- **Supervisor Stump:** Could Nate lay out basic invasive species and prioritize them as to threat? Can he give a small presentation on invasive plants? How to eradicate? Where do funding sources come from?

Barry Beck:

- Assessor's office is in process of changing 7,000 parcel numbers. This has been an issue since 2008. The majority are condos with some parcels affected in other areas, and the project should wrap up next month. The current format is not in compliance with State regulations of parcel numbers relating to land, and it was either renumber or remap. The software vendor is assisting with the renumbering to ensure no duplication of numbers and no double billing. This change won't take effect until the 2016 tax roll. He will be attending a Mammoth Lakes Board of Realtors meeting to help explain.
- With regard to the Grand Jury report, he wants the response process to be as public as possible. Make sure we're all on same page; possibly the Board can influence his response, and vice versa, so perception and reality is that the Board and the Assessor are going in the same direction. He has 60 days to respond and will have his response formulated, but wants the Board to discuss before he submits his official response. Board Consensus: agendize for next week.
- The office is 100% caught up on the prior backlog, now working on transfers from yesterday. The appraisers are checking with the transfer analyst for work. He does not agree with the findings of the Grand Jury and feels his office is not understaffed.

Robin Roberts:

- Behavioral Health has won a CSAC challenge award for the meal program in Benton and Bridgeport. It will be presented in the next couple months before the Board. She would like direction in how to present to the media. This is 2nd CSAC award since she's been director.

Supervisor Fesko:

- Recommends Robin work with Alicia or Jeff in Economic Development for press releases. Kudos to staff.

7. CONSENT AGENDA

Note

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

Supervisor Johnston:

- Just a note that the descriptions for items A and B appear to be switched.

Supervisor Fesko:

- A hiring freeze means that department heads have to come before the Board before they can hire, even if the position is within their budget.

A. Hiring Freeze Variance - Maintenance Worker II Vacancy in Road Area 5

Departments: Public Works - Road

A vacancy exists in Road for a Maintenance Worker II out of Road Area 5 in Walker.

Action: Authorize Public Works, in consultation with Human Resources, to recruit in-county to fill an existing Maintenance Worker II vacancy in Road Area 5 (Walker). If no requests are received in-county then advertise out-of-county to fill same vacancy.

M15-186

Johnston moved; Alpers seconded.

Vote: 5 yes; 0 no

B. Hiring Freeze Variance - Maintenance Worker II-III Vacancy in Road Area 1

Departments: Public Works - Road

A Maintenance Worker II-III vacancy exists in Road Area 1 (Crowley). Filling this position is necessary to maintain appropriate levels of service in this Road Area.

Action: Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill an existing Maintenance Worker II-III vacancy in Road Area I (Crowley). If no requests are received in-county then advertise out-of-county to fill same vacancy.

M15-187

Johnston moved; Alpers seconded.

Vote: 5 yes; 0 no

C. Out of State Travel Request for Behavioral Health Employee to Attend Conference

Departments: Behavioral Health

Mono County Behavioral Health has a variety of mandates required through Health Care Reform; one is to continue to increase the capacity of our Electronic Health Record system (EHR). This also includes our ability to use the required ICD-10 billing codes by October 1, 2015. Ms. Martin is the lead in our implementation of the new Echo Group EHR (occurring October 13-16, 2015). Additionally, as our Fiscal Administrator, she will be involved in changing our billing system to the ICD-10 coding system.

Action: Approve out of state travel for Mono County Behavioral Health employee, Shirley Martin, to attend the Echo Group, Peer to Peer v. 12.1 Conference, in

Note

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Portland, Maine, September 27-30, 2015.

M15-188

Johnston moved; Alpers seconded.

Vote: 5 yes; 0 no

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Letter from Camp Azusa Senior Citizens Association

Departments: Clerk of the Board

Letter of appreciation to the Board of Supervisors and Mono County for the use of Mono Lake County Park during the Walker Fire from Camp Azusa Senior Citizens Association.

B. Wildlife Conservation Board Meeting Notice

Departments: Clerk of the Board

Receipt of Wildlife Conservation Board's upcoming agenda for the September 3, 2015 meeting. This correspondence details the agenda items and highlights item #29, the only item relating to Mono County. This item is regarding a project associated with Summers Meadow. The back up to this agenda item has also been included. The entire agenda including back up for ALL items (not associated with Mono County) are available to view in the clerk's office.

Supervisor Johnston:

- Note to the public; one project, Summers Meadows, is in Mono County. It is private land completely surrounded by public lands, and within the Department of Agriculture wilderness areas. High priority purchase, glad to see it move forward.

9. REGULAR AGENDA - MORNING

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

10. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Lynda Salcido. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority

Note

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

representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker's compensation claim of Erin Larrison.

11. REGULAR AGENDA – AFTERNOON 10:23

A. Resolution Approving Industrial Disability Retirement for Erin Larrison

Departments: Risk Management

(Sarah Messerlian) - Proposed Resolution determining that Erin Larrison is eligible for Industrial Disability Retirement.

Action: Review and adopt Resolution #15-64 determining that Erin Larrison is eligible for Industrial Disability Retirement.

R15-64

Stump moved; Alpers seconded.

Vote: 5 yes; 0 no

ADJOURN In the memory of Dr. Maria King and Alice Stapp.

ATTEST

TIMOTHY E. FESKO
CHAIRMAN

HELEN NUNN
SR. DEPUTY CLERK OF THE BOARD

Note

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2015

Departments: Clerk of he Board

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Board Minutes

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on September 15, 2015.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[09-15-15 draft mins](#)

History

Time	Who	Approval
9/30/2015 11:48 AM	County Administrative Office	Yes
9/25/2015 1:53 PM	County Counsel	Yes



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

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.
MEETING LOCATION Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, Suite 307, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

Regular Meeting
September 15, 2015

Flash Drive	On portable recorder
Minute Orders	M15-189 to M15-197
Resolutions	R15-65 to R15-68
Ordinance	ORD15-07 NOT USED

9:03 A M Meeting called to Order by Chairman Fesko.

Supervisors present: Alpers, Corless, Fesko, and Johnston.
Supervisors absent: Stump.

Break: 10:15 a.m.
Reconvene: 10:23 a.m.
Closed Session: 11:50 a.m.
Reconvene: 2:21 p.m.
Adjourn: 2:51 p.m.

Pledge of Allegiance led by Supervisor Fesko.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Action: Approve minutes of the Regular Meeting held on September 1, 2015.

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Stump

M15-189

Note

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

3. RECOGNITIONS

A. Domestic Violence Awareness Month

Departments: Board of Supervisors

(Susi Bains, Wild Iris Director) - Proclamation designating October 2015 as Domestic Violence Awareness Month.

Action: Approve Proclamation designating October 2015 as Domestic Violence Awareness Month.

Corless moved; Johnston seconded

Vote: 4 yes; 0 no; 1 absent: Stump

M15-190

Susi Bains:

- Gave brief update on Domestic Violence, provided miscellaneous statistics.
- Gave information and a handout about the first annual "Hope Out Loud" event. Will take place on two dates/locations: 10/9/15, 6:30 p.m. at the Eagle Lodge in Mammoth and 10/23/15 at 6:30 p.m. at the Inyo Council for the Arts.
- Supervisor Corless read and presented proclamation to Ms. Bains.

4. BOARD MEMBER REPORTS (ask for emails)

Supervisor Alpers:

- 9/9 - Attended the Mono Basin RPAC meeting held at the Lee Vining Community Center. Caltrans updated the community on the Lee Vining Rockfall Project. Although the project contractor was a bit ahead of schedule and Phase 1 of the project was complete, Caltrans staff made the decision in early August to suspend the project for this year. The contractor will return next spring to commence Phase 2 of the project. Because of the possibility of working into early November, and the prospect of an early El Niño winter, staff chose to make the safe choice of curtailing project operations. County staff held the RTP & General Plan update and associated EIR workshop. This workshop will be held later today for the BOS. Thank you once again to County Planning staff for their late night work.
- 9/11 - Attended the University of Nevada-Reno Athletic Hall of Fame Inductee Banquet held at the Silver Legacy Reno Ballroom. Long time UNR Baseball Coach and classmate Gary Powers and his 1994 45-win squad were inducted into the athletic Hall of Fame. It was a great honor for a good friend. As an aside, spoke to many coaches, professors and alumni at the function and all of them were very aware of the high number of students that attend UNR from the Inyo-Mono region.

Supervisor Corless:

- Strategic Planning: Met with team to further develop the one-year priority plan and timeline that is now scheduled to come to the BOS on October 13.
- Chamber: Met with Craig Schmidt, director of the Mammoth Lakes Chamber of Commerce. He let her know that the chamber grant and Mono County were awarded a USDA grant to support local businesses, which will include a business survey, technical assistance programs, and customer service training. Congratulations to Alicia Vennos and team.
- MCWD appealing Ormat court decision.

Note

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- Congratulations to Shira Dubrovner, artistic director at Mammoth Lakes Repertory Theatre, for receiving an award at Congressman Paul Cook's annual "Salute to Women" event honoring women, young leaders and mentors in the 8th district.
- Sheriff Braun was quoted in NY Times story published Sept 11 about burning man law enforcement, portraying Mono County in a positive light.
- Many thanks to Inyo National Forest fire crews that on Friday quickly put out an out-of-control illegal campfire at McLeod Lake—one of the most popular and beloved destinations for hikers, anglers, and dogs. She got in a little trouble with District Ranger Jon Regelbrugge for posting some No Fire signs at trailheads in the Lakes Basin (which he found out about for a post on social media). The good news is that rain magically appeared after the signs went up, and she knows now how to get our district ranger to return a call. Seriously though—we've talked about fire and smoke impacts, and even with the rain, our residents are on edge, and we are getting requests for an all-out ban on fires. We need to have a conversation with land management agencies and good answers for our constituents.
- Thanked Inyo National Forest Crews, crew 22 – put out illegal campfire at McCloud Lake Friday afternoon.

Supervisor Fesko:

- Last few days – dealing with friends about the Butte Fire; they lost museum but was able to save one of a kind phones; has other friends that were evacuated as well.
- Yesterday attended the LTC – nothing to report out of that at this time.

Supervisor Johnston:

- Noted that the state legislature ended its special session on Sept. 11 but it indicated that there could be a "continuance." Although several items were addressed, the main issue of transportation funding was not resolved, with the hope that a continuance of the session could be pursued to address the issue.
- The Town of Mammoth Lakes approved the reusable bag provisions and the ordinance is in the process of being adopted, due to take effect on Mar 1, 2016. Asked to have this issue be considered by the Board of Supervisors and possibly adopt an ordinance coordinated with the Town's.
- The Gran Fondo was held this Saturday – it was well attended and the air quality smoke impacts seemed to cooperate.
- Attended the Great Basin Unified APCD meeting where the smoke issue was discussed. Noted that there is movement afoot to form a group, with a member from the Town and County, and perhaps from Inyo County and the City of Bishop, to meet with our congressman. Mr. Stump has indicated interest in acting as the County's participant. Mr. Eastman will be addressing the Town to ascertain its interest and I have informed Supervisor Kingsley about this idea.
- Attended the ESCOG meeting last Friday, meeting first at the Mammoth Lakes Airport. Supervisor Corless may also report on this item.
- Attended the LTC meeting on Monday. Items included reports from the Town, County and CALTRANS. A presentation on the updated Regional Transportation Plan was also presented.
- Met a potential candidate for State Assembly, Mr. Robert Carabas.
- Asked to have the issue of "chip seal" potential on Benton Crossing Road discussed at an appropriate future time. This is in regard to the conflict of cycling with the surface condition created by chip seal.

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- He will be gone on vacation beginning day after tomorrow for ten days.
- Supervisor Stump:**
- Absent.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Lynda Salcido:

- 9/10 hosted phone conference between Sheriff Braun, Phil West, Pat West a nurse and herself regarding Sheriff's response to deaths in relation to hospice care. 9/28 a certification will be conducted. Open communication between hospice and Sheriff/Coroner's office. (Supervisor Fesko mentioned the hospice issues in his district; it's been on his radar for a couple years, thanked Lynda Salcido for her work.)
- Same day – attended Great Basin Air Pollution meeting; Dr. Johnson gave a great talk on impacts of smoke, discussed impacts on tourism. Town Council meeting – might attend tomorrow.
- Later – hosted Strategic Planning Group; a presentation for board being crafted; continues to move forward.
- 9/14 – didn't attend ESCOG meeting but participated in some Inyo County interviews; able to find good candidate for them.
- 9/14 – special meeting of Southern Mono Health Care District board; learned that CAO at Inyo had resigned, new appointee already coming on board.

6. DEPARTMENT/COMMISSION REPORTS

Lynda Salcido:

- Last night the smoke levels were off the screen, the worst we've ever had. Another set of advisories and guidelines were issued.
- Continue to be careful and don't exert too much in this smoke.
- She called Lake County Health Dept. yesterday and offered any help they might need.

7. CONSENT AGENDA

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

A. Hiring Freeze Variance for Temporary Intern

Departments: Community Development Department

Approve hiring freeze variance for a temporary, part-time, limited term, unbenefited Community Development Intern.

Action: Approve hiring freeze variance and authorize the community development director to initiate recruitment of a temporary, part-time, limited term, unbenefited Community Development Intern.

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Stump

Note

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M15-191

Supervisor Fesko:

- Mentioned again that we do have a hiring freeze and although we can hire, everything has to come in front of the board.

B. Hiring Freeze Variance--Quality Assurance Coordinator

Departments: Behavioral Health

This vacancy is due to resignation of our current Quality Assurance Coordinator, who is leaving Mono County to relocate to the Bay Area. This position provides essential duties regarding our business, clinical and program systems. This position engages with other county government departments, State and Federal agencies, and grant holders regarding data, outcomes, deliverables and anything related to our policy and procedures related to funding. This position also oversees all audits with the Department of Health Care Services.

Action: 1. Adopt Resolution #R15-65, authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of a Quality Assurance Coordinator in the Behavioral Health Department and to authorize the County Administrative Officer to fill said allocated position. 2. Approve a hiring freeze variance to allow the Behavioral Health Department to fill the allocated position of a Quality Assurance Coordinator.

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Stump

R15-65

M15-192

C. Hiring Freeze Variance Request

Departments: Sheriff's Office

The Sheriff's Office has four vacant Deputy Sheriff positions, which have been frozen to save money and balance the County budget. Three of these positions have been vacant for over a year. The 2015/2016 Budget authorized filling two of the four vacant Deputy Sheriff positions.

Action: Approve a variance of the hiring freeze to allow the Mono County Sheriff's Office to recruit and hire two Deputy Sheriff I/II positions.

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Stump

M15-193

D. Hiring Freeze Variance: Deputy II position

Departments: Sheriff's Office

The Mono County Sheriff's Office recently had a Deputy II resign and

Note

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leave a vacancy in the department. This vacancy leaves the department down five (5) patrol deputy positions. A hiring freeze variance is being requested to recruit and hire a Lateral Deputy Sheriff in the Deputy II capacity to fill this vacancy.

Action: Approve a variance of the hiring freeze to allow the Mono County Sheriff's Office to recruit and hire one Deputy Sheriff II position.

Johnston moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Stump

M15-194

Items D and E pulled by Supervisor Johnston:

- Asked for some clarification on the salaries for these items.
- Sheriff Braun gave some information.

Leslie Chapman:

- Gave explanation.
- Details about PERS side funding; currently accelerating the PERS payments.

Marshall Rudolph:

- Investigators are in a different group; PERS calculations are different in this coverage group.

Ted Carleton (The Sheet):

- Asked what the deadline is to pay this off?

E. Approval of At Will Contract for Wesley Hoskin

Proposed employment agreement with Wesley Hoskin pertaining to the Investigator 1 Position for the District Attorney's Office.

Action: Approve Resolution #R15-66, approving an employment agreement with Wesley Hoskin, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Johnston moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Stump

R15-66

Pulled by Supervisor Johnston:

- See Item D for details on both items.

F. Temporary Road Closure of Convict Lake Road for Pedestrian Bridge Work

Replacement of a pedestrian bridge at the Convict Lake outfall requires the temporary closure of Convict Lake Road.

Action: Adopt Resolution No. R15-67, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Convict Lake Road for Pedestrian Bridge Work."

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Stump

R16-67

Note

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G. ESTA JPA Amendment

Departments: Board of Supervisors, County Counsel

Proposed third amendment to Eastern Sierra Transit Authority Joint Powers Agreement (ESTA JPA).

Action: Approve proposed third amendment to ESTA JPA Agreement and authorize the Board Chair to sign said amendment on behalf of the County.

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Stump

M15-195

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

A. Fish and Game Fine Fund Expenditure

Departments: Economic Development

(Alicia Vennos) - The Board consider and approve the recommendation by the Mono County Fisheries Commission to allocate \$700.00 from the Fish and Game Fine Fund to support the Mammoth Creek Clean-up Day.

Action: Approve the recommendation by the Mono County Fisheries Commission to allocate \$700.00 from the Fish and Game Fine Fund to support the Mammoth Creek Clean-up Day.

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Stump

M15-196

Supervisor Corless:

- She is presenting staff report because Jeff Simpson is on vacation and chair of Fisheries Commission has her birthday today.
- At last meeting the Fisheries Commission voted to support a clean-up effort on Mammoth Creek and to allocate \$700.00 from their fine fund to fund this.
- The \$700.00 will be paid to Friends of the Inyo to assist their efforts/coordination and staffing for event.

Supervisor Johnston:

- He's happy we are doing something about the litter left behind from the fisherman; especially since we promote the fishing so aggressively.
- Is there such a thing as biodegradable lines or lures or anything?
Asked that someone check into this.

Supervisor Fesko:

- He thinks this is good; thinks we need to continue expanding education on clean up while fishing. We need some way to enhance

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this education.

Supervisor Alpers:

- Some of the material does dissolve within a certain period of time.

B. Resolution of Intent To Approve An Amendment To An Existing CALPERS Contract

Departments: Finance

(Leslie Chapman) - Proposed resolution of intention to approve an amendment to the contract between the Board of Administration California Public Employees" Retirement System and the Board of Supervisors, County of Mono.

Action: Proposed resolution #R15-68, approving an amendment to the contract between the Board of Administration California Public Employees" Retirement System and the Board of Supervisors, County of Mono.

Johnston moved; Alpers seconded

Vote: 4 yes; 0 no; 1 absent: Stump.

R15-68

Leslie Chapman:

- This is just for the bargaining unit for the one Lieutenant in the Sheriff's office; required to change the PERS contract.
- Trying to get in line with other contract.

C. CALPERS SDMGMT Contract Amendment Ordinance - First Reading

Departments: Finance

(Leslie Chapman) - An Ordinance of the Board of Supervisors, County of Mono, authorizing an amendment to the contract between the Board of Supervisors, County of Mono and the Board of Administration of the California Public Employees" Retirement System.

Action: Introduce, read title, and waive further reading of proposed ordinance, authorizing an amendment to the contract between the Board of Supervisors, County of Mono and the Board of Administration of the California Public Employees" Retirement System.

Corless moved; Alpers seconded

Vote: 4 yes; 0 no; 1 absent: Stump

M15-197

Leslie Chapman:

- This is part of previous item; another piece to take care of.
- Will come back in several weeks due to timeline by PERS.

D. Regional Transportation Plan/General Plan Update Workshop

Departments: Community Development Department

Note

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(Scott Burns, Wendy Sugimura, Brent Calloway) - Presentation by the Mono County Community Development Department regarding the 2015 Regional Transportation Plan/General Plan Update.

Action: None.

Scott Burns:

- Explained item and that we periodically update our general plan.
- Congrats to Wendy who secured grant (approximately \$325,000).
- Only county in state that has compressed their planning documents; plan is very comprehensive.
- No major changes, just tweaks that will be highlighted in presentation.
- Intent in EIR is to streamline things.
- Thanked everyone that helped.
- "Private Road" issue: might be good to invite Stacey Simon up to clarify.
- Explained definition of "neighborhood acceptance", neighborhood support.
- Answered questions about avalanche hazards in our county; we'd need a very good expert to come in and update what's been done previously.

Wendy Sugimura:

2015 Regional Transportation Plan/General Plan Update:

- Gave brief introduction to item.
- RTP/GPU and EIR Components.
- Major Planning Efforts for Policy Development.
- Land Use Element
 - Buildout Calculations
 - Maps – online at <https://monomammoth.maps.arcgis.com/home/>
 - Area Plans (different areas in the county)
 - Development Regulations
 - Clarification of existing policies
 - Modified or eliminated outdated/inconsistent policies
 - Streamlined or updated regulations to reflect local circumstances
 - Addressed State mandates, such as fire safe regulations
- Regional Transportation Plan (RTP)
- Conservation/Open Space Element
 - Biological Assessment
 - Policy Development and Review
- Safety and Noise Elements
- Countywide Integrated Waste Management Plan (CIWMP)
- Environmental Impact Report
- 2015 Anticipated Adoption Schedule
- Questions? Comments?

Supervisor Fesko:

- Discussion about map system in relation to use of words "private road"; feels it needs to be changed.
- Is impressed with maps and how they work and the amount of

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information there is to access; great to have online.

Supervisor Johnston:

- Asked about criteria for “neighborhood acceptance”? How do you maintain consistency with so many different perspectives?
- Asked about Long Valley – how do they meet when they don’t have a formal RPAC?
- Asked for more detail on the Resource Efficiency Plan.

Supervisor Corless:

- Trails planning questions.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

There was nothing to report out closed session.

A. Closed Session--Human Resources

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

B. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Director.

D. Conference with Legal Counsel

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

REGULAR SESSION RECONVENES AFTER CLOSED SESSION

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Note

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Dana Stroud:

- Updates from Sierra Nevada Conservancy.
- End of this week is the great Sierra River Clean up for Mammoth this Saturday, hosting northern parts of River. Also one at Owens River in Bishop.
- October 8th – SNC, hosting webinar on WHIP program, can go to website. From 1-2:30 p.m.
- October 1st – hosting new area manager, Randy Jordenson; she'll be sending out invitations. Late afternoon/evening, location(s) to be determined.
- SNC in process of updating its Strategic Action Plan, final version at December meeting, will be released to public again prior to that.

13. REGULAR AGENDA – AFTERNOON

A. Benton and Chalfant Ballfields

Departments: Public Works Facilities

(Joe Blanchard) - Discussion regarding the condition of the Benton and Chalfant Ballfields and Public Works' efforts to make improvements.

Action: None.

Joe Blanchard:

- Gave brief introduction including history and current conditions.
- The county has added projects but reduced staff; makes it hard to get things completed.
- He feels Chalfant Park is looking a lot better.
- Does not have hard numbers on how many people use these facilities.
- If we can get to the point where the grass, etc. can be normally maintained the cost would go down.

Supervisor Johnston:

- Asked whether or not we should postpone until Supervisor Stump was present?
- He originally didn't want money allocated to fixing these things because not many people use them.
- Watering and mowing takes a lot of effort for no return. He's reluctant to encourage much more work; he thinks maybe a different approach needs to be taken for ballfield – just dirt for both infield and outfield.
- For him, this makes no sense. The water issue is going to remain an issue. When we allocate money to things, we need to think about what our staffing levels are. If we can't staff these projects, we're missing something.

Supervisor Alpers:

- Asked about numbers of people actually using it?

Supervisor Corless:

- We voted to maintain these; we may need to look at doing things differently in the future but for now we need to continue to maintain them.

Supervisor Fesko:

- Feels things look much improved at this time; he knows Supervisor Stump is in favor of this work/maintenance.

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- How do you decide how many kids using it is enough kids using it? He's in support of this.
- Feels that if Supervisor Stump has any issues with what occurred today then the item should be brought back. If not, he feels it's being handled appropriately.

B. Assessor's Response to Grand Jury Report

Departments: Assessor, Board of Supervisors

(Barry Beck) - Discussion with the Assessor regarding his proposed responses to findings and recommendations of the 2014-15 grand jury report pertaining to the Assessor's Office ("Case #05"). (This item was requested by Supervisor Corless with concurrence by the Assessor, Barry Beck.)

Action: None.

Barry Beck:

- He's hopeful that the Board has already reviewed the responses submitted with the packet.
- Asked for questions/comments.
- BOE arrived yesterday; they'll be here for several weeks. Should have first draft of their report in about a month.

Supervisor Corless:

- Thanked Barry to coming to the Board.
- While it's not legally required for an elected official to speak publicly about his responses, etc. they felt it was a good idea.
- She concurs with his response, particularly recommendation #1 (BOS monitoring staff more closely), wants to stay in close communication with his office.
- She was most interested in having the transparency of his office.
- BOE will be here for audit – hope all goes well. Asked for a report of how audit goes after it's completed.

Supervisor Fesko:

- It's unprecedented to have this type of item in front of the board.
- Agrees that continued updates to the board are encouraged.

Supervisor Johnston:

- He neither concurs or disagrees with what Barry Beck says in his report.
- The Board has their own report to do as well.

ADJOURN 2:51 p.m.

ATTEST

TIMOTHY E. FESKO
CHAIRMAN

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD

Note

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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2015

Departments: Public Works, Solid Waste Division

TIME REQUIRED

SUBJECT Pledge of Revenue for Corrective
 Action at County Landfills

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Resolution Approving Pledge of Revenue Agreement Establishing Financial Assurance for Corrective Action for the Benton, Chalfant, Pumice Valley, Bridgeport and Walker Landfills.

RECOMMENDED ACTION:

Adopt proposed resolution, R15-_____, "A Resolution of the Mono County Board of Supervisors Approving a Pledge of Revenue Agreement Establishing Financial Assurance for Corrective Action for the Benton, Chalfant, Pumice Valley, Bridgeport and Walker Landfills." Provide any desired direction to staff.

FISCAL IMPACT:

Pledge of Revenue is not an actual expenditure--in the event that no Corrective Action is necessary, there will be no fiscal impact. In any event, fiscal impacts will be to the Solid Waste Enterprise Fund.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Pledge of Revenue for Corrective Action at County Landfills - Staff Rpt 10.06.15](#)

[Resolution 15-XX](#)

History

Time	Who	Approval
10/1/2015 7:40 AM	County Administrative Office	Yes
10/1/2015 7:40 AM	County Counsel	Yes
10/1/2015 7:40 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

DATE: October 6, 2015

TO: Honorable Mono County Supervisors

FROM: Tony Dublino, Solid Waste Superintendent

RE: Pledge of Revenue for Corrective Action at Benton, Chalfant, Pumice Valley, Bridgeport and Walker Landfills

RECOMMENDED ACTION: Approve Resolution 15-___, "A Resolution of the Mono County Board of Supervisors Approving a Pledge of Revenue Agreement Establishing Financial Assurance for Corrective Action for the Benton, Chalfant, Pumice Valley, Bridgeport and Walker Landfills." Provide any desired direction to staff.

BACKGROUND: The County is required to provide financial assurance for certain activities at its landfills. For closure costs, the County is required to annually place funds into a restricted account for that purpose. For post-closure maintenance, the County has *pledged* the revenue will be available for that purpose, as required. In the mid 2000's, operators across the state were required to provide another financial assurance, for any 'Corrective Actions' that may be required at their facilities. The County has since been *pledging* revenue for that purpose.

During the 14/15 submittal of these financial assurances to the state, it was noted that a formal agreement between the County and the State memorializing the pledge for corrective actions had never been entered. Such agreements are customary, and required. Through the permit process for Benton Crossing Landfill in 2012, a Resolution and Agreement were approved to cover that site but no agreement existed for other County sites.

A Pledge of Revenue does not create an expenditure, or a physical set-aside of funds—it is a promise that funds will be available. In the case of Corrective Actions, the need for funds only exists if there is an event that requires corrective actions, so it is hoped and expected that such a need will never arise. Nonetheless, Public Resources Code sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, requires operators of solid waste landfills to demonstrate the availability of financial resources to conduct corrective action activities, and Sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for those costs.

The amount of \$54,809 per year reflects the combined annual contribution for all sites listed above. The annual pledge for each site is based on the estimated cost of Corrective Action, divided by 30 (reflecting a 30 year period). The estimates are derived from Corrective Action Cost Estimates that have been developed for each site.

The proposed Resolution and Agreement will provide the required documentation of an existing financial commitment. Although the *pledge* is not physical expenditure, it does require annual certification that the funds continue to be available. Such funds are assured at this time, expected to be available in the future, and the Agreement is not anticipated to impact the Solid Waste Enterprise Fund.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

A handwritten signature in blue ink that reads "Tony Dublino". The signature is written in a cursive, flowing style.

Tony Dublino
Solid Waste Superintendent



1
2
3 **RESOLUTION NO. R15-_____**

4 **A RESOLUTION OF THE MONO COUNTY**
5 **BOARD OF SUPERVISORS APPROVING**
6 **PLEDGE OF REVENUE AGREEMENT ESTABLISHING**
7 **FINANCIAL ASSURANCE FOR CORRECTIVE ACTION**
8 **FOR THE BENTON, CHALFANT, PUMICE VALLEY,**
9 **BRIDGEPORT AND WALKER LANDFILLS**

10 **WHEREAS**, Public Resources Code sections 43500 through 43610.1 and Title 27, California
11 Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid
12 waste landfills to demonstrate the availability of financial resources to conduct corrective action
13 activities; and

14 **WHEREAS**, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an
15 acceptable mechanism to demonstrate financial responsibility for financing corrective action costs of a
16 solid waste landfill.

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

- 19 1. The County of Mono operated the Benton, Chalfant and Bridgeport Landfills (now
20 closed), and operates the Pumice Valley and Walker solid waste landfills, in
21 conformance with the findings, conditions, prohibitions and requirements contained in
22 Solid Waste Facilities Permits No. 26-AA-0001, 26-AA-0002, 26-AA-0003, 26-AA-
23 0005 and 26-AA-0006 issued by Mono County serving as Local Enforcement Agency
24 for the California Department of Resources Recycling and Recovery (CalRecycle).
- 25 2. The County of Mono approves the attached Pledge of Revenue Agreement for
26 Corrective Actions and County of Mono shall establish a Pledge of Revenue to
27 demonstrate financial responsibility for corrective action of the Benton, Chalfant,
28 Bridgeport, Pumice Valley and Walker Landfill in accordance with sections 22228 and
29 22245 of the Regulations.
- 30 3. Disbursement of funds for corrective action shall be in accordance with the final
31 corrective action plan, as approved by CalRecycle.
- 32 4. In the event CalRecycle determines that the County of Mono has failed, or is failing, to
33 perform corrective action as required by law, CalRecycle may direct the Auditor-
34 Controller to pay to the Public Works Director from the pledged revenues sufficient
35 funds to ensure corrective action, who then shall be obligated to use such funds for
36 corrective action in accordance with the directives of CalRecycle.
- 37 5. The Public Works Director, or his designee, is directed to produce an Annual

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Certification Report (form CalRecycle 114) as required by Section 22234(b)(4)(B) of the Regulations to demonstrate that the pledged revenue continues to be available when needed and will cover the cost estimates identified in the updated Annual Inflation Report required by Section 22236 of the Regulations. It is understood that copies of the Resolution and Pledge of Revenue Agreement are not required annually, unless amended.

6. That the County Administrative Officer is hereby authorized and directed to execute said Agreement hereto attached on behalf of Mono County.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2015, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Timothy E. Fesko, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**PLEDGE OF REVENUE AGREEMENT FOR
CORRECTIVE ACTION AT THE BENTON,
CHALFANT, PUMICE VALLEY,
BRIDGEPORT AND WALKER LANDFILLS
IN MONO COUNTY**

This agreement establishes a Pledge of Revenue to assure that adequate funds are available to carry out Corrective Action at the Benton, Chalfant, Pumice Valley, Bridgeport and Walker Landfills within Mono County.

This Agreement shall become effective immediately, and is made and entered into by and between the County of Mono and the California Department of Resources Recycling and Recovery (CalRecycle).

WHEREAS, Public Resources Code, sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision I, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct corrective action activities; and

WHEREAS, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility corrective action costs of a solid waste landfill; and

WHEREAS, the County of Mono operates the above landfills in conformance with the findings, conditions, prohibitions and requirements contained in Solid Waste Facilities Permits No. 26-AA-0001, 26-AA-0002, 26-AA-0003, 26-AA-0005 and 26-AA-0006 issued by Mono County serving as Local Enforcement Agency for CalRecycle; and

WHEREAS, the County of Mono is pledging revenues from the Mono County Solid Waste Fee Program and deposited into the Mono County Solid Waste Enterprise Fund; and

WHEREAS, the County of Mono has determined that projected net revenues of the Mono County Solid Waste Fee Program during the corrective action period shall, during each year of this period, be greater than the yearly corrective action costs contained in the most recent Cost Estimates for the above landfills, which have been submitted to CalRecycle in accordance with sections 22100 - 22103 of the Regulations.

NOW THEREFORE, the County of Mono and CalRecycle do agree as follows;

1. The County of Mono hereby establishes a pledge of revenue to demonstrate financial responsibility for corrective action costs of the Benton Crossing Landfill in accordance with sections 22228 and 22245 of the Regulations.
2. The County of Mono agrees to pledge net revenues Mono County Solid Waste Fee Program as described herein.

3. The amount of the pledged revenue shall be equal to \$54,809 per year for the 30 year estimated length of the corrective action period, representing the most recent corrective action cost estimate for the sites. It is agreed that the amount of this pledge may increase or decrease to match any adjustment to the identified cost estimate, which is mutually agreed to by the County of Mono and CalRecycle.

4. The Public Works Director or his designee is directed to produce an Annual Certification Report (form Cal Recycle 114) as required by Section 22234(b)(4)(B) of the Regulations to demonstrate that the pledged revenue continues to be available when needed and will cover the cost estimates identified in the updated Annual Inflation Report required by Section 22236 of the Regulations. It is understood that copies of the Resolution and Pledge of Revenue Agreement are not required annually, unless amended.

5. If the County of Mono ceases at any time to retain control of its ability to allocate the pledged revenue as identified herein to pay corrective action costs, the County of Mono shall notify CalRecycle and the local enforcement agency and shall obtain alternate coverage within sixty (60) days after the control of funds lapses, pursuant to section 22245 of the Regulations.

6. In the event that CalRecycle, RWQCB, or LEA staff determine that the County of Mono has failed, or is failing, to perform corrective actions as required by law, CalRecycle, RWQCB and/or LEA staff shall confer with the County of Mono and attempt to resolve the alleged violation. If no agreement is reached, the matter shall be presented to CalRecycle which shall give reasonable notice, hold a public hearing, and consider the testimony and documentation submitted by CalRecycle and/or LEA staff. The County of Mono, and any interested parties, prior to making a determination in the matter. In the event CalRecycle then determines that the County of Mono has failed, or is failing, to perform corrective action as required by law, CalRecycle may direct the Auditor-Controller to pay the Public Works Director from the pledged revenues sufficient funds to ensure corrective action. who then shall be obligated to use such funds for corrective action in accordance with the directives of CalRecycle and RWQCB.

IN WITNESS HEREOF, the parties have executed this agreement on the date as set forth below.

By County this _____ day of _____, 2015

By CalRecycle this _____ day of _____, 2015

STATE OF CALIFORNIA
California Department of Resources
Recycling and Recovery (CalRecycle)

COUNTY OF MONO

By: _____

By: _____

Authorized Officer of the CalRecycle

Lynda Salcido, Interim CAO

APPROVED AS TO FORM
AND PROCEDURE:

By: _____

Authorized Counsel of the CalRecycle

APPROVED AS TO FORM
AND PROCEDURE:

By: _____

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2015

Departments: Public Works

TIME REQUIRED

SUBJECT Hiring Freeze Variance/Allocation
List Change

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Allocation List change is due to facilities staff taking on additional duties after a vacant administration position was not refilled. The change in the allocation list eliminating Lead Worker and adding Work Order Technician more adequately describes the job duties being performed.

RECOMMENDED ACTION:

1. Adopt Resolution #R15- , authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of one Work Order Technician and delete one Maintenance Leadworker in the Public Works Department.

FISCAL IMPACT:

This position was included in the recently approved 2015/16 budget. There is no additional cost resulting from this Allocation List change.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution](#)

[Work Order Technician](#)

History

Time	Who	Approval
9/30/2015 11:51 AM	County Administrative Office	Yes
9/28/2015 11:35 AM	County Counsel	Yes
9/29/2015 10:41 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

October 6, 2015

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Parks and Facilities Superintendent

Re: Hiring Freeze Variance/Allocation List Change

Recommended Action:

Adopt Resolution #R-15- authorizing the CAO to amend the County of Mono list of allocated positions to reflect the addition of Work Order Technician in the Public Works Department and to authorize the CAO to fill said allocated position. 2. Approve a hiring freeze variance to allow the Public Works Department to fill the allocated position of Work Order Technician.

Background:

One of the Administrative Assistant positions in Public Works was vacated and not refilled. The duties of this position were assumed by different members of Public Works staff. These additional duties created the need for a new position in Public Works/Facilities which made the need for the Hiring Freeze Variance as well as the change in title on the Allocation List which more adequately describes the duties of this position than did the original "Lead Worker" allocation addition (approved during the budget process). The intention is to promote a current employee who has undertaken these duties into this new allocation, and to eliminate the Lead Worker and Maintenance Worker III (current title of the employee) allocations.

Fiscal Impact:

The cost for this position was included in the recently approved 2015/16 budget via the "lead worker" allocation. The cost for the remaining 9 months of the fiscal year will be \$35,145 in salary and \$17,019 in benefits. For a full year the salary is \$46,860 and 22,692 for benefits. The total cost for the year is \$69,552.

If you have any questions regarding this item please contact Joe Blanchard at 760-932-5443, or jblanchard@mono.ca.gov

Respectfully submitted,

Joe Blanchard, Parks and Facilities Superintendent



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**RESOLUTION NO. R15-
BOARD OF SUPERVISORS, COUNTY OF MONO
A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY OF MONO LIST
OF ALLOCATED POSITIONS TO REFLECT THE ADDITION OF A WORK ORDER
TECHNICIAN AND TO AUTHORIZE THE COUNTY ADMINISTRATIVE OFFICER TO FILL
SAID ALLOCATED POSITION**

WHEREAS, it is important for the County of Mono to maintain an accurate, current listing, of County Job Classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each job classification; and

WHEREAS, it is important for the County to pay close attention to providing public services in the most economical manner which is reasonably possible and this includes meeting public service needs as expeditiously as possible; and

WHEREAS, it is currently necessary to adopt an amended Allocation List of Authorized Positions as part of maintaining proper accountability for hiring employees to perform public services; and

WHEREAS, the list of Allocated Positions, is a vital official record in establishing the Classifications and the number of positions authorized for each County Department; identifying approved vacancies for recruitment and selection by Human Resources; determining authorized employee pay rates; and recognizing implementation of collective bargaining agreements related to job classifications and pay rates.

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

1. The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following change:
Change the Allocation list to add Work Order Technician in the Department of Public Works by [1] (new total of 1) Salary 59C at \$3,905 per month.



2. The County Administrative Officer, or his or her designee, is authorized to fill said allocated position as needed by the Department of Public Works.
3. Decrease the allocation of a Permanent Maintenance Leadworker in the Department of Facilities by 0_(new total of 0) (salary range of \$ 3,722 – \$4,523 /Month).
4. Decrease the allocation of a Permanent Maintenance Worker III in the Department of Facilities by 0 (new total of 0) (salary range of \$3,372 - \$4,099/Month).

APPROVED AND ADOPTED this 6th day of October, 2015, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

TIMOTHY E. FESKO, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO

ATTEST:

APPROVED AS TO FORM:

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD

MARSHALL RUDOLPH
COUNTY COUNSEL

PUBLIC WORKS MAINTENANCE WORK ORDER TECHNICIAN

DEFINITION

Under direction, to take work order requests, create work orders, input work orders into the work order system. Attend work order summary meetings with facilities superintendent, and facilities supervisor to schedule and prioritize work orders. Perform the full range of assignments in the maintenance, repair, and construction of roads, bridges, drainage systems and other public works facilities; to operate all equipment; to perform a variety of skilled and semi-skilled work in the maintenance and repair of buildings, fixtures and plant equipment; to perform grounds maintenance duties; to provide lead direction and training to other maintenance workers; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the lead level in the Public Works Maintenance Worker Class series. Incumbents in this series will be assigned primarily to either Road work or Facilities work, but may be cross-trained in and assigned in both as workload demands. This is considered the advanced journey level in the Road and Facilities Divisions. Incumbents perform the full range of tasks with minimal supervision. Incumbents also may provide lead direction and training to subordinate staff.

REPORTS TO

Public Works Facilities Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction and training.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

Perform work order data input, tracking, and completing work orders. Attend work order summary meetings with supervisors to discuss prioritization and scheduling of work orders. ROAD duties: Performs the full range of duties in the maintenance, construction, and repair of County roads, bridges, and drainage systems; learns to operate road maintenance equipment such as trucks, snowplows, graders, and loaders; performs unskilled duties such as cutting weeds, clearing debris, and cleaning ditches; paves, patches, and repairs roads; operates hand tools; straightens and replaces snow stakes and road signs; may drive vehicles to transport materials, tools, and equipment; performs routine maintenance and repair tasks on equipment; acts as a flag person for road repair

and maintenance crews; performs shovel work, opening, widening, and backfilling excavations; assists with the installation and repair of traffic control and warning signs; completes reports and records; cleans and cares for tools and equipment; inspects roads and other facilities for needed repairs; provides lead direction and training.

FACILITIES duties: Performs the full range of duties in the maintenance and repair duties of County buildings and grounds; performs carpentry, painting, plumbing, welding, and electrical work; performs building alterations; makes repairs and adjustments on electrical, pneumatic, and electronic control devices, steam and/or hot water boilers, furnaces, pumps and kitchen and laundry appliances; maintains ventilation systems, air compressors, emergency generators, and air conditioning equipment; installs electrical fixtures; performs cleaning and care of the County buildings and facilities; maintains the assigned areas in a clean, orderly, and safe condition; moves and arranges furniture and equipment; takes care of equipment and materials used in work assignments; mows and edges lawns and other grounds areas; trims trees, shrubs and hedges; waters ground areas; installs, operates and maintains a variety of irrigation equipment; performs landscaping and gardening; participates in the remodeling of County buildings; assists with the inspection of buildings and facilities for needed repairs; snow removal; constructs, assembles, and repairs furniture; may oversee and assign work to temporary work staff; provides lead direction and training to other Facility Maintenance Worker Staff; completes and maintains accurate records and reports; maintain confidentiality.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 50 pounds unassisted and greater than 50 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of equipment including hand and power tools, electrical testing equipment, computers and telephones.

TYPICAL WORKING CONDITIONS

Work is performed indoors & outdoors in varying temperature, severe weather, and humidity condition; work is performed in environment with constant noise; exposure to fumes, grease and oils; exposure to moving equipment; exposure to electrical current; exposure to controlled and hazardous substances, pesticides, herbicides, and chemicals; frequent contact with staff and the public. Incumbents are subject to working after hours, evenings, weekends, holidays, and call-outs.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Knowledge of computers and applicable software for work order data inputs.
- Principles of lead direction and training.
- Landscaping, carpentry, electrical, and plumbing trades.
- Standard tools, methods, practices, and materials involved in the building trades.

- Applicable provisions of building, electrical, and plumbing codes.
- Plumbing, heating/cooling and electrical systems in County buildings.
- Methods and practices followed in the maintenance of tools, machinery and equipment.
- Occupational hazards and safety precautions of the building maintenance trades.
- Operation and repair of automatic timing controls, heating, air-conditioning, boilers, and ventilating equipment.
- Safe work practices.

Ability and willingness to:

- Perform a variety of unskilled and semi-skilled work in the maintenance, construction, and repair of County roads, bridges, culverts, and public works facilities.
 - Operate all equipment.
 - Maintain records.
 - Perform heavy physical labor.
 - Maintain and make basic repairs to equipment.
 - Perform a wide range of skilled and semi-skilled building trades work.
 - Skillfully use a variety of building trades tools and equipment.
 - Perform a variety of grounds and landscape maintenance assignments.
 - Read and understand plans, construction drawings, and blueprints.
 - Recognize and locate conditions which require maintenance and repair work.
 - Use and care for hand and power tools utilized in the building trades.
 - Estimate time and materials needed to perform maintenance, construction, and repair jobs.
 - Follow written and oral instructions.
 - Perform arithmetic calculations at the level necessary for satisfactory job performance.
 - Use Computers.
 - Maintain confidentiality.
- Establish and maintain cooperative working relationships.

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

Two years increasingly responsible work experience equivalent to a Public Works Maintenance Worker III.

Successful completion of College or Trade School Coursework in the Building and/or Road Maintenance Trades is highly desirable.

Special Requirements:

- Possession of a driver's license valid in California.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Not all duties are necessarily performed by each incumbent. Additionally, incumbents will be required to follow instructions and to perform other related job duties as may be required.

Revised 8/26/15

Salary Range 54



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2015

Departments: PROBATION

TIME REQUIRED

SUBJECT Community Recidivism and Crime
Reduction Program

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request for Proposal for the Community Recidivism and Crime Reduction Program. Available funding for the Community Recidivism and Crime Reduction Services Grant program is projected to be \$5000.

RECOMMENDED ACTION:

1. Approval of Probation Department to submit application for the Community Recidivism and Crime Reduction Services Grant program in the amount of \$5000. 2. Amend the Juvenile Institutions 2015-16 Board Approved budget by Increasing grant revenues and expenditures by \$5,000 each.

FISCAL IMPACT:

Budget Revenue increased in the amount of \$5000 and Budget expenditures increased in the amount of \$5000.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 760-932-5570 / khumiston@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Request for Proposal](#)

History

Time	Who	Approval
9/16/2015 3:06 PM	County Administrative Office	Yes
9/25/2015 1:56 PM	County Counsel	Yes
9/29/2015 2:02 PM	Finance	Yes

County of Mono



Request for Proposal (RFP 2015 – ____) for the
Community Recidivism and Crime Reduction Program

PROPOSALS DUE ON OR BEFORE: October 30, 2015, 5:00 PM

Contact Person: Karin Humiston, Chief of Probation

(760) 932-5570

khumiston@mono.ca.gov

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Overview

The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocates \$8 million to the Board of State and Community Corrections for the Community Recidivism Reduction Grant described in Penal Code Section 1233.10. Upon agreement to accept funding from the Recidivism Reduction Fund, a county board of supervisors, in collaboration with the county's Community Corrections Partnership (CCP), shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services.

The Mono County Board of Supervisors (BOS) and the CCP have established the following guidelines (the Request for Proposal [RFP]) to focus local efforts within the statutory requirements while focusing on local gaps in the Realignment Plan.

Grant funds are intended to fund community recidivism and crime reduction services, including but not limited to, delinquency prevention, homelessness prevention, and reentry services and provide services that are designed to enable persons to whom services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

1. Self-help groups:
 - i. Individual or group assistance with life skills
 - ii. Mentoring programs
 - iii. Academic and educational services, including but not limited to, services to enable the recipient to earn his or her high school diploma
 - iv. Job training skills and employment
 - v. Truancy prevention programs
 - vi. Literacy programs

- vii. Any other service that advances community recidivism and crime reduction efforts and is an evidence based practice
- viii. Individual or group assistance with referrals for any of the following:
 - 1. Mental and physical health assessments
 - 2. Counseling services
 - 3. Educational and vocational programs
 - 4. Employment opportunities
 - 5. Alcohol and drug treatment
 - 6. Health, wellness, fitness and nutrition programs and services
 - 7. Personal finance and consumer skills programs and services
 - 8. Other personal growth and development programs to reduce recidivism
 - 9. Housing assistance

Award must be used to create a new services, such as those listed above, or to expand an existing effort. Program expansion includes, but is not limited to, adding services to a program that is currently offered to offenders supervised by Mono County Probation Department.

Objectives

The following key objectives are to be strongly considered:

- 1. Strengthen partnerships between criminal justice and not-for-profit agencies. Strong partnerships are essential to program success and long-term sustainability. Partnerships between law enforcement, the Court, prosecutors, defense counsel, jail, and Probation with not-for-profit agencies are critical.
- 2. Fill unmet needs and complement, not compete with, the existing service environment.

3. Focus on delivering evidence based programming or reducing barriers to access existing services.
4. Assist in generating long-term savings by reducing prison and/or jail commitments, reducing recidivism, and avoiding future victimizations.

Eligibility

Applicants must be a nongovernmental entity or a coalition of nongovernmental entities that have provided community recidivism and crime reduction services to the target population for at least two (2) years.

Award and Availability of Funding

Available funding for the Community Recidivism and Crime Reduction Services Grant program is projected to be \$5,000.

Any funds allocated to a service provider under this proposal shall be available reimbursement of expenditures for a period of one (1) year.

In-kind Match

In-kind match of funds is optional, however, will be given extra consideration. If providing in-kind match of funds, applicants must identify the source and how these funds will be utilized to contribute goods or services that are directly related to the purpose of the Community Recidivism and Crime Reduction Services Grant program.

Eligible Project Expenditures

The information outlined below applies to the applicant's expenditures and subsequent reimbursement of grant funds as well as eligible use of in-kind match of funds.

Salaries and Fringe Benefits: The salaries and fringe benefits of the applicant's employees that are directly involved in the project's activities.

Services and Supplies: Services and supplies necessary for the operation of the project (e.g., lease payments for office space, office supplies, etc.) and/or services and supplies provided to participants as part of the project's design (e.g., basic necessities such as food, clothing, shelter/housing, transportation, and related expenditures).

Other Costs: Any other costs necessary for the success of the project (e.g., travel costs).

Indirect Costs: Includes operational overhead and administrative costs. Funds dedicated to this line item may not exceed 5% of the award.

Proposal Submission and Closing Date

The proposal must be received in the Mono County Finance Department, **at or before 5:00 p.m. on October 30, 2015**. Proposals shall be presented under sealed cover and delivered with the original plus 4 copies and an electronic version (USB drive or CD), clearly identified on the outside to read:

**Name of Bidder
Address of Bidder
Subject of the Proposal
Request for Proposal Number
Proposal Submitted Deadline Date and Time**

For purposes of this proposal, the time specified will be defined by **the official time clock in the Finance Department, 25 Bryant Street Annex II, Bridgeport, CA 93517. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline.** Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S.

mail. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF THE POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

All proposals shall be delivered to:

**Mono County Finance Department
25 Bryant Street Annex II
Bridgeport, CA 93517**

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such a proposal.

Number of Copies to be Submitted

Applicants must submit one (1) original hard copy and four (4) copies of the proposal (marked as "COPY") and one (1) version in an electronic format, either a USB drive or CD-ROM. The electronic copy shall be a Windows based MS WORD or PDF document and consist of an exact duplicate of the hard copy in format, layout, and content. Proposals may not exceed 10 pages. Page limitation includes attachments and/or appendices. Narrative sections must be double spaced, one (1) inch margins, and a minimum of 12 point font size must be used.

Evaluation Process

The following section criteria will be used to evaluate each submission, with different weight given to each based on the percentage value listed after the individual criteria. Applicants must answer all four (4) questions.

1. What are the applicant's experience, qualifications, and years of providing community recidivism and crime reduction services to the target population? (25 Points)
 - a. Describe the applicant's experience in working within the criminal justice system and demonstrated ability to collaborate with other criminal justice and human services agencies and service providers.
 - b. Detail the applicant's experience in the development and implementation of successful projects involving criminal offenders. Include a summary of relevant prior experience in providing services similar to those proposed.

2. What is the need for the program/service within the target population?
 - a. Program Need (10 Points)
 - i. Describe the area to be served. If the program/service will operate only in specific areas of the County, be specific as to where.
 - ii. Discuss how this program or service will complement and not compete with other programs currently operating.
 - b. Target Population (10 Points)
 - i. Describe the target population, specifying eligibility and exclusionary criteria, including but limited to age, gender, offense history, health issues, type of need that will be addressed, etc., identify the total number of individuals proposed to be served.

3. What is the program design and what service(s) is being proposed? (25 Points)

- a. Describe the program model including short term and long term goals, length of program, hours per week, etc.
- b. Describe the services to be provided, including how these services will reduce recidivism and victimization.
- c. How will the program model be cost-effective or reduce costs otherwise incurred by the criminal justice system?

4. Program Completion/termination Criteria (15 Points)

- a. What will the participant be required to accomplish in order to successfully complete the program?
- b. Under what conditions may a participant be subject to termination from the program? How will the program respond to arrests while in-program?
- c. How will the program handle non-compliance with the terms of precipitation? How will your program communicate with Probation on case activity, non-compliance, and termination?
- d. How will those that complete the program be transitioned to other services and/or supports?

5. Budget and Budget Narrative (ATTACHMENT A) (15 Points)

Provide a proposed budget that is complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). If applicable, the proposed budget must indicate how in-kind match funds will be allocated in the overall proposed budget. Budget narratives should demonstrate how applicants will maximize cost effectiveness of grant expenditures.

6. What is the plan for start-up and the timetable for implementation? (15 Points)

Preference Points: Preference points will be given for the inclusion of in-kind match funding in the applicant’s budget. Match must be specific in the budget and will become part of the funding award agreement. (5 Points)

Rating Process

Proposals that meet the basic requirements will be evaluated, scored, and ranked by an RFP review committee consisting of three representatives from the CCP. The RFP review committee will evaluate the merits of their proposal in accordance with the specified training criteria (see Evaluation Process section) and determine which one is best suited to meet the needs of the Community Recidivism and Crime Reduction Grant Services Program. Following this rating process, the RFP review committee will forward award recommendations for consideration by Mono County BOS, which will award grants on November 2015. Applicants will be notified of the results of the RFP review committee’s proposal evaluation and rating process as well as the decision of the BOS.

Summary of Key Dates:

September 30, 2015	Issue RFP
October 30, 2015	RFP Due to the County of Mono Finance
November 10, 2015	Review, evaluate, and score RFP
November 17, 2015	BOS considers award recommendations by the RFP Review Committee
November 20, 2015	Applicants notified of award issuance
December 1, 2015	Project anticipated start-up date

ATTACHMENT A

Budget and Budget Narrative

Proposed Budget Line Item Totals

Please fill out the following table for the project's proposed budget. In-kind match of grant funds request is optional. Applicants must provide sufficient detail/breakdown to explain how the requested funds outlined in the table below will be expended in each applicable line item. Amounts must be in whole dollars.

LINE ITEM	GRANT FUNDS	IN-KIND MATCH (OPTIONAL)	TOTAL
1. Salaries			
2. Fringe Benefits			
3. Service & Supplies			
4. Other Costs			
5. Indirect Costs			
TOTAL			

Proposed Budget Narrative

In the space below for each line item, describe how grant funds and in-kind match funds (optional) would be used to implement the project. If applicable, provide the source of the in-kind match funds. Please provide sufficient detail to explain how all expenditures

were estimated and calculated and how they are relevant to the completion of the project.

1. Salaries

INSERT TEXT HERE

2. Fringe Benefits

INSERT TEXT HERE

3. Service and Supplies:

INSERT TEXT HERE

4. Other:

INSERT TEXT HERE

5. Indirect Costs:

INSERT TEXT HERE

ATTACHMENT B
Penal code Section 1233.10

Section 1233.10 is added to the Penal Code, to read:

1233.10

(a) Upon agreement to accept funding from the Recidivism Reduction Fund, created in Section 1233.9, a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services. The funding shall be allocated to counties by the State Controller's Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2014-2015 according to the following schedule:

Alameda \$ 250,000
Alpine \$ 10,000
Amador \$ 10,000
Butte \$ 50,000
Calaveras \$ 10,000
Colusa \$ 10,000
Contra Costa \$ 250,000
Del Norte \$ 10,000
El Dorado \$ 50,000
Fresno \$ 250,000
Glenn \$ 10,000
Humboldt \$ 50,000
Imperial \$ 50,000
Inyo \$ 10,000
Kern \$ 250,000
Kings \$ 50,000
Lake \$ 25,000
Lassen \$ 10,000
Los Angeles \$1,600,000
Madera \$ 50,000
Marin \$ 50,000
Mariposa \$ 10,000
Mendocino \$ 25,000
Merced \$ 50,000
Modoc \$ 10,000

Mono \$ 10,000

- Monterey \$ 100,000
- Napa \$ 50,000
- Nevada \$ 25,000
- Orange \$ 500,000
- Placer \$ 50,000
- Plumas \$ 10,000
- Riverside \$ 500,000
- Sacramento \$ 250,000
- San Benito \$ 25,000
- San Bernardino \$ 500,000
- San Diego \$ 500,000
- San Francisco \$ 250,000
- San Joaquin \$ 250,000
- San Luis Obispo \$ 50,000
- San Mateo \$ 250,000
- Santa Barbara \$ 100,000
- Santa Clara \$ 500,000
- Santa Cruz \$ 50,000
- Shasta \$ 50,000
- Sierra \$ 10,000
- Siskiyou \$ 10,000
- Solano \$ 100,000
- Sonoma \$ 100,000
- Stanislaus \$ 100,000
- Sutter \$ 25,000
- Tehama \$ 25,000
- Trinity \$ 10,000
- Tulare \$ 100,000
- Tuolumne \$ 25,000
- Ventura \$ 250,000
- Yolo \$ 50,000
- Yuba \$ 25,000

(b) For purposes of this section, "community recidivism and crime reduction service provider" means a nongovernmental entity or a consortium or coalition of nongovernmental entities, that provides community recidivism and crime reduction services, as described in paragraph (2) of subdivision (c), to persons who have been released from the state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

(c) (1) A community recidivism and crime reduction service provider shall have a demonstrated history of providing services, as described in paragraph (2), to the target

population during the five years immediately prior to the application for a grant awarded pursuant to this section.

(2) A community recidivism and crime reduction service provider shall provide services that are designed to enable persons to whom the services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

(A) Self-help groups.

(B) Individual or group assistance with basic life skills.

(C) Mentoring programs.

(D) Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.

(E) Job training skills and employment.

(F) Truancy prevention programs.

(G) Literacy programs.

(H) Any other service that advances community recidivism and crime reduction efforts, as identified by the county board of supervisors and the Community Corrections Partnership.

(I) Individual or group assistance with referrals for any of the following:

(i) Mental and physical health assessments.

(ii) Counseling services.

(iii) Education and vocational programs.

(iv) Employment opportunities.

(v) Alcohol and drug treatment.

(vi) Health, wellness, fitness, and nutrition programs and services.

(vii) Personal finance and consumer skills programs and services.

(viii) Other personal growth and development programs to reduce recidivism.

(ix) Housing assistance.

(d) Pursuant to this section and upon agreement to accept funding from the Recidivism Reduction Fund, the board of supervisors, in collaboration with the county's Community Corrections Partnership, shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community.

(e) (1) The amount awarded to each community recidivism and crime reduction service provider by a county shall be based on the population of the county, as projected by the Department of Finance, and shall not exceed the following:

(A) One hundred thousand dollars (\$100,000) in a county with a population of over 4,000,000 people.

(B) Fifty thousand dollars (\$50,000) in a county with a population of 700,000 or more people but less than 4,000,000 people.

(C) Twenty five thousand dollars (\$25,000) in a county with a population of 400,000 or more people but less than 700,000 people.

(D) Ten thousand dollars (\$10,000) in a county with a population of less than 400,000 people.

(2) The total amount of grants awarded to a single community recidivism and crime reduction service provider by all counties pursuant to this section shall not exceed one hundred thousand dollars (\$100,000).

(f) The board of supervisors, in collaboration with the county's Community Corrections Partnership, shall establish minimum requirements, funding criteria, and procedures for the counties to award grants consistent with the criteria established in this section.

(g) A community recidivism and crime reduction service provider that receives a grant under this section shall report to the county board of supervisors or the Community Corrections Partnership on the number of individuals served and the types of services provided, consistent with paragraph (2) of subdivision (c). The board of supervisors or the Community Corrections Partnership shall report to the Board of State and Community Corrections any information received under this subdivision from grant recipients.

(h) Of the total amount granted to a county, up to 5 percent may be withheld by the board of supervisors or the Community Corrections Partnership for the payment of administrative costs.

(i) Any funds allocated to a county under this section shall be available for expenditure for a period of four years and any unexpended funds shall revert to the state General Fund at the end of the four-year period. Any funds not encumbered with a community recidivism and crime reduction service provider one year after allocation of grant funds to counties shall immediately revert to the state General Fund.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2015

Departments: Finance

TIME REQUIRED

SUBJECT CALPERS SDMGT Contract
 Amendment Ordinance - Second
 Reading

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance No. ORD15-_____, An Ordinance of the Board of Supervisors, County of Mono Authorizing an Amendment to the Contract Between the Board of Supervisors, County of Mono and the Board of Administration of the California Public Employees' Retirement System.

RECOMMENDED ACTION:

Adopt proposed ordinance No. ORD15-_____, An Ordinance of the Board of Supervisors, County of Mono Authorizing an Amendment to the Contract Between the Board of Supervisors, County of Mono and the Board of Administration of the California Public Employees' Retirement System.

FISCAL IMPACT:

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

CONTACT NAME: Stacey Westerlund

PHONE/EMAIL: 760-932-5495 / swesterlund@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Ordinance](#)

[Sample Contract Amendment](#)

History

Time	Who	Approval
9/22/2015 6:07 PM	County Administrative Office	Yes
9/28/2015 11:48 AM	County Counsel	Yes
9/23/2015 5:04 PM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Vacant
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

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

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

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: October 6, 2015

Re: Second reading of an ordinance to amend the contract between the Board of Supervisors, County of Mono and the Board of Administration, PERS.

Subject:

An ordinance of the Board of Supervisors, County of Mono, Authorizing an Amendment to the Contract between The Board of Supervisors, County of Mono, and The Board of Administration of the California Public Employees' Retirement System.

Recommendation:

Adopt proposed ordinance.

Provide any desired direction to staff.

Background:

In order to implement recent changes to the Sheriff Department's Management Association (SDMGT) MOU, a contract change with PERS is necessary. This ordinance is a necessary part of the process. If approved by your Board, today's ordinance will be submitted to PERS along with the resolution that was adopted on September 15, 2015. If approved by PERS, the effective date of the contract change will be December 1, 2015 and the changes will be included in the January 1, 2016 paycheck.

Fiscal Impact:

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



ORDINANCE NO. ORD15- ____

**BOARD OF SUPERVISORS, COUNTY OF MONO
AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF MONO,
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD
OF SUPERVISORS, COUNTY OF MONO AND THE BOARD OF
ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM**

The Board of Supervisors of the County of Mono does ordain as follows:

SECTION 1: That an amendment to the contract between the Board of Supervisors of the County of Mono and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit 1, and by such reference made a part hereof as though herein set out in full.

SECTION 2: The Chairman of the Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3: This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the Mammoth Times and The Sheet, newspapers of general circulation, published and circulated in the County of Mono, and thenceforth and thereafter the same shall be in full force and effect.

APPROVED and **ADOPTED** this ____ day of _____, 2015, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Timothy E. Fesko, Chairman
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

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

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1946, and witnessed December 3, 1945, and as amended effective October 1, 1947, October 1, 1955, March 1, 1958, August 1, 1965, November 1, 1968, October 1, 1973, December 31, 1973, August 1, 1974, July 1, 1976, February 1, 1981, July 1, 1982, February 1, 1985, April 16, 1986, October 12, 1990, December 21, 1990, June 30, 1992, October 1, 1993, July 9, 1998, April 7, 1999, June 1, 1999, September 14, 2001, August 1, 2002, July 1, 2004, January 1, 2005, January 1, 2007, July 1, 2007, June 1, 2012, December 27, 2012 and February 1, 2015 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

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

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective February 1, 2015, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members, age 50 for local fire members, county peace officers and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 and age 55 for local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
 3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

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

NO ADDITIONAL EXCLUSIONS

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

PLEASE DO NOT SIGN "EXHIBIT ONLY"

9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a county peace officer and those local fire members entering membership in the fire classification on or prior to January 1, 2007 and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after January 1, 2007 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a local sheriff member entering membership for the first time in the sheriff classification after December 27, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20439 ("County Peace Officer" shall include county jail, detention or correctional facility employees as described in Government Code Section 20439).
 - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - c. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.
 - d. Section 21327 (One-Time Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.
 - e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local sheriff members and county peace officers only.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

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

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

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) is applicable to local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.
- n. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

o. Section 20516 (Employees Sharing Additional Cost):

From and after February 1, 2015, 7% for local sheriff members in the Mono County Sheriff's Officers' Association.

From and after the effective date of this amendment to contract, 7% for local sheriff members in the Mono County Sheriff's Department's Management Association.

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

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

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

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF MONO

BY _____
RENEE OSTRANDER, CHIEF
EMPLOYER ACCOUNT MANAGEMENT DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

PLEASE DO NOT SIGN "EXHIBIT ONLY"

Witness Date

Attest:

Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2015

Departments: Public Works

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Joe Blanchard

SUBJECT Authorization to Bid for the
Bridgeport Memorial Hall Remodel
Project

AGENDA DESCRIPTION:

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

The remodel project consists of demolition, constructing mechanical/storage rooms, serving bar, accessible wheelchair lift, theater stage and seating area, and second floor restrooms at the Memorial Hall Building located at 73 North School Street in Bridgeport.

The renovation plan set, too large to attach to the agenda itself, can be viewed by visiting the link below:

http://www.monocounty.ca.gov/sites/default/files/fileattachments/Board%20of%20Supervisors/calendar_event/3579/2014_mem_hall_renov_plan_set_-_pgs_1-64.pdf

RECOMMENDED ACTION:

Approve bid package, including the project manual, project plans, and Notice of Exemption for the Bridgeport Memorial Hall Remodel Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

FISCAL IMPACT:

Up to \$435,000 in CSA #5 funds were approved by the CSA #5 Board members to be utilized for this project. The \$435,000 amount has been included in the CSA's proposed 2015/2016 budget. There is no anticipated impact to the General Fund.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[📄 Staff Report and Notice of Exemption](#)

[📄 Project Manual](#)

History

Time	Who	Approval
10/1/2015 7:39 AM	County Administrative Office	Yes
10/1/2015 7:40 AM	County Counsel	Yes
10/1/2015 7:39 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: October 6, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Joe Blanchard for Vianey White
Re: Authorization to Bid for the Bridgeport Memorial Hall Remodel Project

Recommended Action:

Approve bid package, including the project manual, project plans, and Notice of Exemption for the Bridgeport Memorial Hall Remodel Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Fiscal Impact:

Up to \$435,000 in CSA #5 funds were approved by the CSA #5 Board members to be utilized for this project. The \$435,000 amount has been included in the CSA's proposed 2015/2016 budget.

There is no anticipated impact to the General Fund.

Background:

In April 2015 the Facilities Department completed the remodel of the first floor restrooms and now approval is sought to continue the next phase of the project.

This phase of the remodel project consists of demolition, constructing mechanical/storage rooms, serving bar, accessible wheelchair lift, theater stage and seating area, and second floor restrooms at the Memorial Hall Building located at 73 North School Street in Bridgeport. The project manual (contract documents, technical specifications, etc.) and the project plans are attached to this staff report for Board reference. It should be noted that the contractor will be required to complete this project in phases which will also entail the contractor to mobilize and demobilize to allow for the already scheduled events at the Memorial Hall

Approval of the bid documents at this meeting will allow advertising to take place and the project construction schedule will be coordinated with pre scheduled events in the building. A Notice of Exemption was filed and is attached for Board reference.

In accordance with Public Resources Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote that the work can be performed more economically by its own employees. The engineer's estimate for Public Works/Facilities staff to complete the job is \$324,668 for the entire project.

Please contact me at 760-932-5443 or by email at jblanchard@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Joe Blanchard
Facilities Superintendent

Exhibits: Project Manual, Project Plans, Notice of Exemption



FILED

SEP 05 2013

LYNDA ROBERTS
MONO COUNTY CLERK

mc 13-07

NOTICE OF EXEMPTION

TO: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

County Clerk / County of Mono
PO Box 237
Bridgeport, CA 93517

FROM: Mono County Public Works
PO Box 457
Bridgeport, CA 93517

Project Title: Memorial Hall - Remodel

Project Applicant: County of Mono, Public Works Department

Project Location – Specific: 73 North School Street, Bridgeport, CA 93517

Project Location - City: Bridgeport **Project Location - County:** Mono

Description of Nature, Purpose, and Beneficiaries of Project:

The project involves the installation of a wheelchair lift on the exterior south facing wall of the building, as well as interior remodeling including ADA (Americans With Disabilities Act) upgrades to the restrooms, kitchen, and improvements to the common areas & theater space.

Name of Public Agency Approving Project: County of Mono Public Works Department

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
 Declared Emergency (Sec. 21080(b)(3); 15269(a));
 Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
 Categorical Exemption. State type and section number: Class 15301 (e)
 Statutory Exemptions. State code number: 15304 (a)
(Address)

Reasons why project is exempt:

The project is exempt because it will not result in an increase of more than 50 percent of the floor area of the structure before the addition, nor will it exceed 2,500 square feet.

Lead Agency: County of Mono Public Works Department

Contact Person: Vianey White

Area Code/Telephone/Extension:_(760) 932-5446

If filed by applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: V. White Date: 09/05/13 Title: Project Manager – Public Works Dept.

Signed by Lead Agency

Signed by Applicant

Posted thru 10/7, 2013
Mono County Clerk-Recorder

PROJECT MANUAL
FOR
MEMORIAL HALL REMODEL PROJECT
Project No. 9672
MONO COUNTY, CALIFORNIA



Notice to Bidders
Instructions to Bidders
Proposal Forms
Standard Agreement
Technical Specifications
Project Plans

CONTRACTING AGENCY:

COUNTY OF MONO
Department of Public Works
Post Office Box 457
74 North School Street
Bridgeport, California 93517
760.932.5440

September 2015

PRE-BID CONFERENCE:

11:00 am, Thursday, October 15, 2015
Memorial Hall
73 North School Street
Bridgeport, CA 93517

BID SUBMITTAL DEADLINE:

3:00 pm, Wednesday, October 28, 2015.
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 715
Bridgeport, California 93517

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CERTIFICATION PAGE

MEMORIAL HALL REMODEL PROJECT
Project No. 9672

Technical Specifications Prepared for:

County of Mono
Department of Public Works
74 North School Street
Bridgeport, California 93517



Prepared by:


Kevin Pressey, Architect

Pressey & Associates, Inc. An Architectural Corporation
2015 H Street, Third Floor
Sacramento, CA 95811
(916) 346-4280

Date: 8-20-14

Project Manual Prepared by:


Garrett Higerd, P.E.

Assistant Public Works Director
County of Mono
Department of Public Works
74 North School Street
Bridgeport, CA 93517



Date: 9/30/14

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS*MEMORIAL HALL REMODEL PROJECT
Project No. 9672*

Notice is hereby given that the Mono County Department of Public Works calls for bids from qualified **California licensed General Building** contractors for the **MEMORIAL HALL REMODEL PROJECT**. The major work items of this Project are: demolition, construction of mechanical/storage rooms, serving bar, theater stage and seating, installation of accessible lift, and second floor restroom remodel all of which are further described in the Project Manual. Memorial Hall will remain open to the public during Construction. Sections/areas of the building may be temporarily closed for construction work. Contractor will be required to coordinate any closures with the County.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for this project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless one of the limited time extensions set forth in Labor Code section 1771.1 applies, in which case registration must be completed by the time of contract award.) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Project Manual and Project Plans provide in detail the County's requirements for the project. Project documents are available on the Mono County Bid Management System. To access the system go to bids.monocounty.ca.gov and click on "view details" to the right of the project in the RFP/RFQ/RFB Title list. This page shows the project summary, status, bid due date, up-to-date planholders list, and supporting documents. If you would like to be added to the planholder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Planholder List." Once you are logged in, you can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or monopw@mono.ca.gov.

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

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

The work must be completed within **245 calendar days**. The building shall remain accessible to the public throughout construction. Temporary closures of portions of the building are allowed to facilitate construction activities, but such closures shall be limited to the extent possible.

An **optional** pre-bid conference and site visit will be held at the Memorial Hall Building, 73 North School Street, Bridgeport, California. The meeting is scheduled for **11:00 am, Thursday, October 15, 2015**.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm, Wednesday, October 28, 2015**. As soon thereafter as is practicable, all bids received by the Clerk by the bid submission deadline will be taken to the Department of Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Vianey White, Project Manager
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

MEMORIAL HALL REMODEL PROJECT Project No. 9672

1. SECURING BID DOCUMENTS

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

2. PRE-BID CONFERENCE

An **optional** pre-bid conference and site visit will be held at the Memorial Hall building, 73 North School Street, Bridgeport, CA 93517. The meeting is scheduled for **11:00 am, Thursday, October 15, 2015**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all planholders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual or the Project Plans, the bidder shall refer to the Standard Plans or Standard Specifications.
- B. Should a bidder find discrepancies or ambiguities, or omissions from, the Project Manual and Project Plans, or should there be doubt as to their meaning, he or she shall at once notify the Project Manager and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted online. Failure to raise such concerns prior to the submission of a bid will be deemed a waiver of such issues.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual and Project Plans, and a submission of a bid constitutes agreement by the bidder that he or she has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder merely to direct the bidder's attention to the specific provisions of the Project Manual or Project Plans that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

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

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Notice to Bidders, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Proposal Forms contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages **BD-1 through BD-20**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this Project. Consequently, the County has developed a base project and additive alternatives. After bid opening, the County will determine available funding and accordingly select a project (with or without the additive alternative(s)) for construction; and, if it chooses to do so, will award a contract for construction of that project. For purposes of comparing bids and determining the apparent low bidder, however, the County will use the amount entered as the "Bidder's Grand Total" on page **BD-3**.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the form of the Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the Bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Form is authorized to bind or obligate the bidder to any agreement.
- F. Bidder's attention is directed to the insurance and bond requirements described below and as provided in the Standard Agreement. It is highly recommended that the bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in the Bidder's bid.

- G. Each Bidder shall inform itself of, and the Bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. Bid Forms (pages **BD-1 through BD-20**) and Bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **MEMORIAL HALL REMODEL PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission or by email will not be considered.
- I. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Wednesday, October 28, 2015**. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- J. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

A Bidder may modify its bid by written communication provided such communication is received by the Board Clerk up to, but not later than, the bid-submission deadline described above. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the Bidder up to, but not later than, the time fixed for the bid submission deadline. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the Bidder. Bids so withdrawn will be returned unopened to the Bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the Bidder in preparing the bid shall not empower the Bidder to withdraw the bid subsequent to the opening of bids.

8. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of the bid made payable to the County of Mono. This security shall be given as a guarantee that the Bidder will enter into a contract if awarded the work, and may be forfeited by the Bidder and retained by the County if the Bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within five calendar days after provision by the County of a complete and final contract for execution by Contractor.

- B. The successful Bidder will be required to furnish a labor and materials bond in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) of the contract price. In addition, the successful Bidder, as Contractor, will be required to furnish a one-year warranty bond upon Project completion, pursuant to the requirements in the Standard Agreement. Only surety bonds issued by an Admitted Surety Insurer, as defined in the Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included with this Project Manual.
- C. The Contract Documents include a Standard Agreement, which the successful Bidder, as Contractor, will be required to execute, and the insurance and bonds, which he will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

9. OPENING OF BIDS

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

10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Mono County Department of Public Works (Public Works) will evaluate the bids, identify the lowest responsive bid by a responsible Bidder, and agendize the matter for review by the Board of Supervisors. The Board shall determine whether to proceed to contract award or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. If the Board elects to proceed to contract award, it will direct staff to distribute to all bidders a Notice of Intent to Award the contract to that identified Bidder, along with a ranked tabulation of all bid amounts submitted. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

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

11. BID PROTEST PROCEDURE

A bid protest period shall commence immediately upon distribution of the Notice of Intent to Award the contract, during which time any interested person or entity may file a protest in accordance with the directions below with respect to the apparent low bid, or to any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low Bidder, or of any other Bidder.

Bidders who wish to lodge a protest as to the award of the contract must do so before 4:30 p.m. of the 5th business day following the notice of intent to award the contract. Bid protests must be received by the Mono County Department of Public Works, located at 74 North School Street, Post Office Box 457, Bridgeport, California, 93517, before the bid protest deadline. Delivery may be by mail or hand delivery to this address, or by facsimile (fax) to 760.932.5441, or by email to vwhite@mono.ca.gov. Failure to timely file a written protest shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

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

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested Bidder shall have three (3) business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting party, stating its findings. The Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

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

12. AWARD OR REJECTION OF BIDS

- A. After expiration of the bid protest deadline, the County may, in its discretion: Award a contract notwithstanding the filing of a bid protest; refrain from awarding a contract pending resolution of any or all bid protests; or otherwise proceed as it deems appropriate, including without limit rejecting all bids received. Under Public Resources Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote that the work can be performed more economically by its own employees
- B. If it chooses to award one, the County shall award the contract to the Bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, the contract will not be in force until it is approved and fully executed by the County and the Bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the contract agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, national origin, or membership in any other protected class under state or federal law.
- D. Contract award, if made, is anticipated to occur within two weeks after the date of bid opening but could, however, occur up to 60 days after said date. In such an event, all Bidders will be notified in writing that additional time will be required. No bid can be withdrawn during this period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect. Mono County assumes no responsibility for any costs the Bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

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

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the Bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The Bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project work will be held responsible for their work, which shall be subject to the provisions of the Contract Documents.
- B. Each Bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or \$10,000, whichever is greater, of the Bidder's bid.
- C. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No Contractor whose bid is accepted shall, without consent of the Public Works Director, either:
 - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or,
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or,
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the Bidder's bid as to which its original bid did not designate a subcontractor.

- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Public Works Director, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. BIDDERS INTERESTED IN MORE THAN ONE BID

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

16. COORDINATION WITH OTHER CONTRACTORS

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

17. SUBSTITUTIONS

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

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as Contractor, will be required to furnish a valid Mono County Business License issued by the Mono County Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the Project, a bidder must possess a **California Class B – General Building license**.
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business & Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. The contractor shall possess the appropriate licenses to cover the above advertised work.

19. LABOR REQUIREMENTS

The services and work to be provided by Contractor for this Project constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, the successful bidder, as Contractor, and any

subcontractor under it, shall pay not less than the general prevailing rate of per diem wages (“prevailing wage”) specified for each craft and classification to all workers employed in the execution of the Project. Copies of prevailing wages, as determined by the Director of the California Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and on file at the office of the Mono County Department of Public Works, located at 74 North School Street in Bridgeport, California, and are available to any interested party upon request. These wages are not included in the Contract Documents for the Project. Changes, if any, to prevailing wage rates will be available at the same location.

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

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The work shall be completed within **245 calendar days** from the date of issuance of the Notice to Proceed. By submitting a bid proposal, Bidder acknowledges that the Bidder has fully read Section 14.2 of Exhibit A of the Standard Agreement, that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions, and that it is agreed by both parties that Contractor will pay Mono County the liquidated damages specified in Exhibit A of the Standard Agreement. The building shall remain accessible to the public throughout construction. Temporary closures of portions of the site are allowed to facilitate construction activities, but such closures shall be limited to the extent possible.

PROPOSAL

*MEMORIAL HALL REMODEL PROJECT
Project No. 9672*

Proposal of _____ (hereinafter, "Bidder"), organized and existing under the laws of the State of California, doing business as _____ (e.g., "a partnership;" "a corporation;" "an individual"), as applicable to the County of Mono, (hereinafter, "the County"). This bid proposal consists of the attached pages **BD-1 through BD-20**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for **MEMORIAL HALL REMODEL PROJECT** in strict accordance with the Instructions to Bidders, Project Plans, Technical Specifications, Agreement, any applicable addenda, and other Contract Documents within the time set forth therein and at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the work contemplated under the Agreement.

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

Bidder hereby agrees to commence work under the Agreement on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 245 calendar days thereafter**, pursuant to the provisions specified in the Agreement.

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

Bidder's Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

Contractor's Calif. License No.: _____ Class: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder's Signature Date

(Add seal if by a corporation)

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE

MEMORIAL HALL REMODEL PROJECT

Project No. 9672

BID ITEM	QUANTITY	UNIT	ITEM	UNIT PRICE	BID AMOUNT
BASE BID: Construct MEMORIAL HALL REMODEL PROJECT					
1	1	LS	Mobilization, Demobilization and Demolition as necessary, and; -Construct accessible lift at both floors, including all electrical and components necessary for complete operation of the lift. -Relocate the south exit door including constructing the landing. -Construct interior accessible ramp to the lift. -Construct mechanical room 12 (first Floor), door and wall from Lobby room 1 to assembly room 6. -Construct serving bar room 9 including all cabinets, electrical, and plumbing. -Construct addition with table storage at the first floor.	\$ _____	\$ _____
2	1	LS	Mobilization, Demobilization and Demolition as necessary, and; -Construct the second floor stage, dressing room, seating, paint, flooring, and provide storage room 30. -All other work on the 2 nd floor except the restrooms, sound/lighting controls, and HVAC work.	\$ _____	\$ _____
3	1	LS	Mobilization, Demobilization and Demolition as necessary, and; -Remodel the second floor restrooms.	\$ _____	\$ _____

NOTE TO BIDDERS:

- A. Memorial Hall will be open to the public during this construction. Each Bid Item may have more than 1 mobilization and demobilization to allow for public activities in the building. Any closures must be coordinated with Mono County Public Works.
- B. Items **specifically excluded** from the Project Scope:
 - 1. Construction of mechanical/storage room 11.
 - 2. Removal and replacement of stairs to the second floor.
 - 3. Construction of the door, ramp and landing on the north side of the building and the ADA parking improvements.
 - 4. Kitchen remodel.
 - 5. First floor restrooms remodel.

<p>BIDDER'S GRAND TOTAL (BASE BID, SUM OF ITEMS 1-3)</p>	<p>\$ _____</p>
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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

LIST OF SUBCONTRACTORS

MEMORIAL HALL REMODEL PROJECT
Project No. 9672

Listed hereinafter are the names and addresses of all subcontractors who will be employed in the completion of project work and the type of work that each will perform if the contract is awarded to the undersigned Bidder. I understand that under California Public Contract Code Section 4104, contained in the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) I must clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of my total bid, or ten thousand dollars (\$10,000), whichever is greater, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the Act.

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

Firm Name & Address/Location of Business	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million	
<i>Address and Business Location (if different)</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million	
<i>Address and Business Location (if different)</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$

Firm Name & Address/Location of Business		Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
<i>Name</i>		<i>Phone</i>	<input type="checkbox"/> < \$1 million	
<i>Address and Business Location (if different)</i>		<i>Fax</i>	<input type="checkbox"/> < \$5 million	
<i>City State ZIP</i>		<i>License</i>	<input type="checkbox"/> < \$10 million	
			<input type="checkbox"/> < \$15 million	Value of work: \$
<i>Name</i>		<i>Phone</i>	<input type="checkbox"/> < \$1 million	
<i>Address and Business Location (if different)</i>		<i>Fax</i>	<input type="checkbox"/> < \$5 million	
<i>City State ZIP</i>		<i>License</i>	<input type="checkbox"/> < \$10 million	
			<input type="checkbox"/> < \$15 million	Value of work: \$
<i>Name</i>		<i>Phone</i>	<input type="checkbox"/> < \$1 million	
<i>Address and Business Location (if different)</i>		<i>Fax</i>	<input type="checkbox"/> < \$5 million	
<i>City State ZIP</i>		<i>License</i>	<input type="checkbox"/> < \$10 million	
			<input type="checkbox"/> < \$15 million	Value of work: \$
<i>Name</i>		<i>Phone</i>	<input type="checkbox"/> < \$1 million	
<i>Address and Business Location (if different)</i>		<i>Fax</i>	<input type="checkbox"/> < \$5 million	
<i>City State ZIP</i>		<i>License</i>	<input type="checkbox"/> < \$10 million	
			<input type="checkbox"/> < \$15 million	Value of work: \$
<i>Name</i>		<i>Phone</i>	<input type="checkbox"/> < \$1 million	
<i>Address and Business Location (if different)</i>		<i>Fax</i>	<input type="checkbox"/> < \$5 million	
<i>City State ZIP</i>		<i>License</i>	<input type="checkbox"/> < \$10 million	
			<input type="checkbox"/> < \$15 million	Value of work: \$

ACKNOWLEDGEMENTS

*MEMORIAL HALL REMODEL PROJECT
Project No. 9672*

RECEIPT OF ADDENDA

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

Addendum Number: Issuance Date: —
Subject Matter: _____

Addendum Number: Issuance Date: —
Subject Matter: _____

Addendum Number: Issuance Date: —
Subject Matter: _____

Addendum Number: Issuance Date: —
Subject Matter: _____

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

ACKNOWLEDGEMENT OF SITE VISIT(S)

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

MEMORIAL HALL SITE VISIT: Yes____ No____

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

DISCLOSURES AND CERTIFICATIONS

MEMORIAL HALL REMODEL PROJECT Project No. 9672

Under penalty of perjury, the Bidder shall complete the following questionnaire:

QUESTIONNAIRE A

In accordance with Public Contract Code Section 10162, the Bidder shall complete the following questionnaire:

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

Yes: _____ No: _____

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

QUESTIONNAIRE B

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

Yes: _____ No: _____

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

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

WORKERS' COMPENSATION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that it has _____, has not _____, participated in a previous Contract subject to the equal opportunity clauses required by Executive Order 10925, or Executive Order 11114, or Executive Order 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
BIDDER'S QUALIFICATION STATEMENT

MEMORIAL HALL REMODEL PROJECT
Project No. 9672

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

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

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

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

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

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

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

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

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

Note: This Statement constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this Statement.

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture*, include name all partnering firms

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

B. Is the firm certified as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE)?

_____ Yes (attach certification letter) _____ No

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

_____ Yes _____ No

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

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

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

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

3. FINANCIAL INFORMATION:

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

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

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

B. Identify Contractor Specialty capabilities (check all appropriate). Bidder must have self-performing capability for each specialty selected by the Bidder.

- | | |
|---|---|
| <input type="checkbox"/> 1. Sitework | <input type="checkbox"/> 13. Conveying Systems |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Mechanical |
| <input type="checkbox"/> 3. Masonry | <input type="checkbox"/> 15. Electrical |
| <input type="checkbox"/> 4. Metals | <input type="checkbox"/> 16. Plumbing |
| <input type="checkbox"/> 5. Carpentry | <input type="checkbox"/> 17. HVAC |
| <input type="checkbox"/> 6. Thermal & Moisture Protection | <input type="checkbox"/> 18. Sprinkler |
| <input type="checkbox"/> 7. Doors & Windows | <input type="checkbox"/> 19. ATC |
| <input type="checkbox"/> 8. Finishes | <input type="checkbox"/> 20. Balancing |
| <input type="checkbox"/> 9. Specialties | <input type="checkbox"/> 21. Fire Alarms |
| <input type="checkbox"/> 10. Equipment | <input type="checkbox"/> 22. Security |
| <input type="checkbox"/> 11. Furnishings | <input type="checkbox"/> 23. Pre-fabricated Equipment |
| <input type="checkbox"/> 12. Special Construction | |

C. Contract Capability (determined by size of previous work and bonding capacity):

- 1. \$0 - \$10,000
- 2. \$0 - \$50,000
- 3. \$0 - \$100,000
- 4. \$0 - \$250,000
- 5. \$0 - \$500,000
- 6. \$0 - \$1,000,000
- 7. \$0 - \$5,000,000
- 8. \$0 - \$10,000,000
- 9. \$0 - >\$10,000,000

D. Use the following forms to describe bidder's experience on completed or ongoing projects over the last five years (a separate sheet must be completed for each project – three minimum).

PROJECT EXPERIENCE WITH **COMMERCIAL AND/OR GOVERNMENT BUILDING REMODEL CONSTRUCTION PROJECTS**

Project Status:
 Project completed
 Work in progress

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

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

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

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

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

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

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH **COMMERCIAL AND/OR GOVERNMENT BUILDING REMODEL CONSTRUCTION PROJECTS**

Project Status:
 Project completed
 Work in progress

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

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

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

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

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

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

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH **COMMERCIAL AND/OR GOVERNMENT BUILDING REMODEL CONSTRUCTION PROJECTS**

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

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

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

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

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

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH **COMMERCIAL AND/OR GOVERNMENT BUILDING REMODEL CONSTRUCTION PROJECTS**

Project Status:
 Project completed
 Work in progress

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

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

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

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

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

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

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

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

MEMORIAL HALL REMODEL PROJECT

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

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

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

Executed on: _____ By: _____ PRINCIPAL:
(Seal of Corporation) Title: _____

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

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

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

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

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

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

SECTION II

STANDARD AGREEMENT

**AGREEMENT BETWEEN COUNTY OF MONO
AND [CONTRACTOR]
FOR THE MEMORIAL HALL REMODEL PROJECT**

Project No. 9672

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the [REDACTED] services of [REDACTED], of [REDACTED] (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from [REDACTED], to June 30, [REDACTED], unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed [REDACTED], plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

G. Retention. Where required by applicable law, County will withhold five percent (5%) of cost of work and materials from each progress payment made pursuant to paragraph E. After the work is 50% complete, County may make remaining progress payments in full if it finds that satisfactory progress is being made.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

Memorial Hall will remain open to the public during construction. Sections/areas of the building may be temporarily closed for construction work. Contractor will be required to coordinate any closures with the County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

C.

8. WORKERS' COMPENSATION

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

9. INSURANCE

Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager:

A. General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than **one million dollars (\$1,000,000.00)** combined single limit (CSL) per occurrence.

B. Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than **one million dollars (\$1,000,000.00)** combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. This coverage may be waived by Risk Management in writing if it is determined there is no significant exposure to these risks. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering material to be transported by Contractor pursuant to this Agreement.

C. Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this contract. Coverage shall provide a limit no less than one million dollars (\$1,000,000) per claim or occurrence and \$2,000,000 annual aggregate.

D. Coverage Requirements. General, Pollution, and Professional Errors and/or Omissions liability insurance policies (as applicable) will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

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

10. STATUS OF CONTRACTOR

All acts of Contractor, his/her agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the

Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Public Works Department
Jeff Walters
PO Box 457
Bridgeport, CA 93517

Contractor:

[Redacted] Name
[Redacted] Mailing Address
[Redacted] City/State/Zip

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

DRAFT

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND [REDACTED]
FOR THE MEMORIAL HALL REMODEL PROJECT**

Project No. 9672

TERM:

FROM: [REDACTED] TO: [REDACTED]

SCOPE OF WORK:

The County has selected and the Contractor shall construct project bid items **1 through 6 (the base project)**. The work to be done generally consists of the following:

The major work items of this Project are: demolition, construction of mechanical/storage rooms, serving bar, theater stage and seating, installation of accessible lift, and second floor restroom remodel and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) issued by the California Department of Transportation, as they may have been amended for County's use.

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

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

DRAFT

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND [REDACTED]
FOR THE MEMORIAL HALL REMODEL PROJECT**

Project No. 9672

TERM:

FROM: _____ **TO:** _____

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein.

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

WORK SCHEDULE:

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

Final payment (excluding retention) for work completed by the Completion Date specified in a Notice of Completion recorded by the Department of Public Works, shall be made within 35 days from the date of filing the Notice of Completion. Retention for work completed by the Completion Date will be released within 60 days of the recording of the Notice of Completion.

\\ NOTHING FOLLOWS \\\

DRAFT

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND [REDACTED] FOR THE PROVISION OF [REDACTED] SERVICES

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR:** The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY:** The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.

- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- P. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- Q. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- R. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- S. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- T. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- U. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- V. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- W. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- X. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond

the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan (where applicable), Standard Plans or Standard Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific provision shall govern.

SECTION 2. PERFORMANCE OF WORK

2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the

construction activity to take place, expected duration, and the name, address, and contact number of the Contractor’s superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

[Redacted]

[Redacted]

[Redacted]

- F. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

2.2 OTHER PROJECTS.

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

2.3 PROTECTION OF PROPERTY.

Attention is directed to Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor’s manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County’s satisfaction and at no additional cost to the County.

It is the Contractor’s responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor’s presence, it will be the Contractor’s responsibility to repair the damage to the County’s satisfaction without cost to the County. If the Contractor does not repair the damage to the County’s satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

2.4 ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 et seq. of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

3.3 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.4 QUARTERLY DISCLOSURES

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractor, or lower-tier contractor. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110 and may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

4.2 PERFORMANCE OF SUBCONTRACTORS

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors. Reference Technical Specifications, as applicable.

5.2 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents. Reference Technical Specifications, as applicable.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Changes and Extra Work: The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the authorized County representative signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the

Change Order before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Control of Work:

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, where applicable, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

6.5 METHODS AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any

portion of the Work shall be such that no injury to previously-completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

6.6 PARTIAL PAYMENTS.

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

6.7 FINAL ACCEPTANCE.

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

6.9 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

6.10 WARRANTY AND GUARANTEE.

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

7.2 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.

4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4 . Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

SECTION 8. MATERIALS

8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an "or equal" item approved by the Engineer and installed or applied by Contractor.

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

8.3 STORAGE OF MATERIALS.

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner's or lessee's permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **no** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

9.3 CONSTRUCTION SITE NUISANCE.

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

9.4 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles

and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-I.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

9.7 CONSTRUCTION LAYOUT AND STAKES.

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

9.8 TESTING AND INSPECTIONS.

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), where applicable, Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

9.9 CONTRACTOR QUALITY CONTROL.

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, where applicable, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

9.10 INSPECTION OF THE WORK.

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so

exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

9.11 RETEST OF WORK.

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP (where applicable), Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

9.12 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

10.3 WATER SUPPLY.

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

10.4 EXISTING FACILITIES.

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern,

determining resolutions, and development of deadlines for resolution within allowable time frames. Reference Technical Specifications, as applicable.

11.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of **245 CALENDAR DAYS** beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of \$1,900 per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed above. This sum is based on the recommended calculation located in the Caltrans2010 Standard Specifications, Division I General Provisions, Section 8 Prosecution and Progress, 8-1.10 Liquidated Damages \.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from

the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

EXHIBIT 2

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
[REDACTED] FOR THE MEMORIAL HALL REMODEL PROJECT**

Project No. 9672

**PREVAILING WAGES
AS OF: _____ [DATE]**

A. Determination.

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

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request. General prevailing rate determinations are also available at the Department of Industrial Relations website, <http://www.dir.ca.gov/oprl/PWD/index.htm>.

C. Apprentices.

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

D. Penalty for Non-Payment of Prevailing Wages.

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

E. Payroll Records.

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

requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

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

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CALIFORNIA LABOR CODE:
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
 - (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage

obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
 - (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
 - (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
 - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.

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- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
 - (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
 - (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
 - (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
 - (f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
 - (g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
 - (h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

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- (i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided

in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m)
 - (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
 - (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to

approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
 - (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
 - (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

EXHIBIT C

AGREEMENT BETWEEN COUNTY OF MONO AND [REDACTED] FOR THE MEMORIAL HALL REMODEL PROJECT

Project No. 9672

BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Public Works Director or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE PERFORMANCE BOND**

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the “Contractor”, a contract for the work described as follows:

INSERT DESCRIPTION OF WORK, INCLUDING NAME OF CONTRACT OR CONTRACT #
#Memorial Hall Remodel Project (Project # 9672)

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE PAYMENT BOND**
(Sections 9000 et seq., Civil Code)

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

Memorial Hall Remodel Project (Project # 9672)

[INSERT DESCRIPTION OF WORK, INCLUDING NAME OF CONTRACT OR CONTRACT #]

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE WARRANTY BOND**

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and, _____
as Surety, are held and firmly bound unto the County of Mono in the sum of _____
(\$_____) lawful money of the United States, for which payment, well and truly to be made, we bind
ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of Memorial Hall Remodel Project (Project # 9672) such that it is free from defects in materials and workmanship for a period of one year commencing on _____ (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____	_____	_____
_____	_____	_____
_____	Principal	_____
_____	Surety	(SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

EXHIBIT D

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
[REDACTED] FOR THE MEMORIAL HALL REMODEL PROJECT**

Project No. 9672

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to the County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period. If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by the County. Additionally, the making of one or more progress payments shall not be construed as approval of the work performed by the Contractor. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that the Department of Public Works records the Notice of Completion.

3.E.(2). Retention. In accordance with Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of each progress payment until the project is completed unless, at any time after 50 percent of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date the Department of Public Works records the Notice of Completion.

SECTION III

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

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SECTION 020700 SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SCOPE

- A. Section Includes
 - 1. Removal of selected walls, windows, doors, flooring, gypsum board, concrete, plumbing and electrical modifications as indicated in the Drawings.
- B. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the County's property, demolished materials shall become the Contractor's property and shall be removed from the site.
- C. Provide photographs or videotape to the County's Representative, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.
- D. Provide Record Drawings according to Section 017839 Project Record Documents.
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.
- E. Regulatory requirements: Comply with governing Environmental Protection Agency notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction in accordance with Section 014100 Regulatory Requirements.
- F. The County assumes no responsibility for actual condition of areas within the building to be selectively demolished.
- G. Storage or sale of removed items or materials on-site will not be permitted.

1.2 RELATED SECTIONS

- A. Section 013200 Construction Progress Documentation
- B. Section 014100 Regulatory Requirements
- C. Section 017329 Cutting and Patching

1.3 SUBMITTALS

- A. Submit in accordance with Section 013323 Shop Drawings, Product Data and Samples.
- B. Demolition Schedule: Contractor shall submit detailed schedule for demolition, including period for hazardous materials demolition and locations as a sequencing schedule.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Contractor shall survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- B. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- C. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- D. Utility requirements: Locate, identify, shut off, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished. Notify County's Representative prior to utility shut down, see also Section 011400 Work Restrictions.
- E. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- F. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- G. Conduct demolition operations to prevent injury to people and damage to adjacent buildings, facilities, and site improvements to remain. Ensure safe passage of people around selective demolition area.
 - 1. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
 - 2. Provide temporary support for existing fire alarm systems, lighting fixtures, conduit, or any other material that is to remain in place after the demolition is complete, during demolition and removal of any existing construction.
 - 3. Protect walls, ceilings, floors, and other existing finish Work that are to remain and are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed. If anything is damaged during construction it shall be replaced or repaired by the Contractor at no additional cost to the County.
- H. Erect and maintain dustproof fire rated partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- I. Provide and maintain interior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of building to be selectively demolished.

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- J. Use temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
- K. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- L. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.
- M. Demolish and remove existing construction only to the extent required by new construction and as indicated.
- N. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- O. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- P. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- Q. Patch and repair floor and wall surfaces in the modified spaces where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.
- R. Patch, or repair existing ceilings and walls as required and provide new ceilings and walls as necessary to provide an even-plane surface of uniform appearance at the completion of the Work.
- S. Disposal: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Do not burn demolished materials.
 - 2. Transport demolished materials off the County's property and legally dispose of them.
- T. Protect existing landscaping and surrounding grounds from damage during the Work per Section 015639 Tree and Plant Protection.
- U. Complete clean-up required at all areas on completion of demolition operation.

END OF SECTION 020700

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SECTION 031100 CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SCOPE

A. Section Includes

1. Formwork for cast-in-place concrete, with shoring, bracing, and anchorage.
2. Openings for other Work.
3. Form accessories.
4. Form stripping.

1.2 RELATED SECTIONS

- A. Section 032000 Concrete Reinforcing
- B. Section 033000 Cast-In-Place Concrete

1.3 REFERENCES

- A. ACI 347 – Guide for Formwork for Concrete.

1.4 SUBMITTALS

- A. Submit under provisions of Section 013323 Shop Drawings, Product Data and Samples.
- B. Provide the manufacturer's product information for form sealers and form release agents to be utilized. Products must meet maximum California VOC requirements.

1.5 QUALITY ASSURANCE

- A. Formwork shall be in conformance with ACI 347, "Guide for Formwork for Concrete," unless otherwise specified.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Store products subject to damage by dirt and moisture in a clean, dry location, off the ground and suitably protected.

1.7 COORDINATION

- A. Coordinate the design, construction and placement of concrete formwork with the requirements for openings, sleeves, chases, reglets, pipes, recesses, nailers, anchors, ties, inserts and other embedded items.

1.8 SHORING

- A. Contractor shall be responsible for the design and construction of all temporary shoring. Shoring will not be reviewed by the County's Representative.

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. Form materials are not required to be new, but shall be undamaged at start of Work.
- B. Form Lumber: Douglas Fir, Construction Grade, No. 2 or better.

2.2 FORM ACCESSORIES

- A. Accessories, which will be wholly or partially embedded in concrete, such as ties and hangers, shall be a commercially manufactured type, of metal; wire will not be acceptable.
- B. The portion remaining in the concrete shall leave no metal within 1 inch of concrete face and no fractures, spalls, depressions, or other surface disfigurements greater than 3/4 of an inch in diameter.
- C. Spreader cones on ties shall not exceed 1 inch in diameter.

2.3 FORM SEALER

- A. Manufacturers
 - 1. Sonneborn Building Products, Inc., "Form Saver".
 - 2. Grace Construction Materials "Form Fill".
 - 3. Burke "Form Sealer".
 - 4. Or Equal
- B. Type: Shall eliminate grain raise as a result of moisture and shall not interfere with color, bond, or subsequent treatment of concrete surface.

2.4 FORM-RELEASE AGENTS

- A. For Unexposed Concrete: Any type that will not interfere with bond of applied finishes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. All concrete placement shall be contained by constructed forms or concrete surfaces to remain.
- B. Design, construct, and brace formwork and temporary falsework to safely support concrete and safely hold personnel during construction operations.
- C. Construct forms of sufficient strength and rigidity to produce finished concrete of the precise size, shape, and location indicated, within the specified tolerances. Form assembly shall permit removal in proper sequence without damage to concrete. Reinforce frames and blockouts from movement and deformation.

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- D. Arrange forms to permit single placement of exposed areas and panels without joints between adjacent forming materials in the same plane.
- E. Construction Joints
 - 1. Form in accordance with requirements of Section 033000 Cast-In-Place Concrete.
 - 2. Provide a surfaced strip where construction joints intersect exposed surfaces; faces to provide straight lines at joints. Prior to subsequent placement, remove strip and tighten forms.
 - 3. Construction joints shall show no overlapping or offsetting of concrete surfaces and shall, as closely as possible, present the same appearance as butted plywood joints.
 - 4. Joints in a continuous line shall be straight and true.
- F. For surfaces not exposed to view in the finished Work, forms shall be lumber, form plywood, or any other suitable material.
- G. Formwork shall be clean and free of debris when concrete is placed.
- H. Forms shall be sufficiently tight to prevent leakage of water and mortar.
- I. Subject to approval of the County's Representative, undamaged wood formwork may be reused a maximum of 6 times. Use of metal forms is unlimited.

3.2 TOLERANCES

- A. Construct formwork to tolerances specified in ACI 347.

3.3 PREPARATION OF FORMS

- A. Treat contact surface of plywood and lumber forms with a form sealer in accordance with the manufacturer's printed instructions.
- B. Clean surfaces and reseal before each use to ensure undamaged concrete.
- C. Do not use form oil.

3.4 STRIPPING OF FORMS

- A. Strip forms using methods, which will not damage concrete.
- B. Do not remove forms until concrete has attained sufficient strength to support its own weight and construction live loads to be placed thereon without damage to the structure.

END OF SECTION 031100

MEMORIAL HALL REMODEL
MONO COUNTY DEPARTMENT OF PUBLIC WORKS
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SECTION 032000 CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SCOPE

- A. Section Includes
 - 1. Reinforcing steel bars and accessories for concrete.

1.2 RELATED SECTIONS

- A. Section 031100 Concrete Forming and Accessories
- B. Section 032013.01 Grouted Dowels in Concrete
- C. Section 033000 Cast-in-Place Concrete
- D. Section 034516 Concrete Testing and Inspection

1.3 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 315 - Details and Detailing of Reinforced Concrete.
- C. ACI 318 - Building Code Requirements For Reinforced Concrete.
- D. ANSI/ASTM A 82 - Cold Drawn Steel Wire for Concrete Reinforcement.
- E. ANSI/ASTM A 185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- F. ANSI/AWS D1.4 - Structural Welding Code for Reinforcing Steel.
- G. ASTM A 615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- H. ASTM A 706 - Low-Alloy Steel Deformed Bars for Concrete Reinforcement.
- I. AWS D12.1 - Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete Construction.
- J. CBC - California Building Code, 2010 Edition.

1.4 SUBMITTALS

- A. Submit under provisions of Section 013323 Shop Drawings, Product Data and Samples.

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- B. Shop Drawings: Indicate bending and placing details of reinforcement; bar sizes, spacings, locations, and quantities of reinforcing steel, and wire fabric; bending and cutting schedules; supporting and spacing devices, splice locations.
- C. Certificates: Welding certificates of welders in conformance with AWS D1.4.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Submit manufacturers' placement instructions.
- F. Submit certified copies of mill test report of reinforcement materials analysis.

1.5 QUALITY ASSURANCE

- A. Detailing, fabricating, and spacing of reinforcement shall be in conformance with ACI 315 and ACI 318, unless otherwise indicated.
- B. Tests: Under provisions of Section 014500 Quality Control.
- C. Weld reinforcement in accordance with AWS D1.4. Do not weld reinforcement unless specifically indicated or directed by the County's Representative.
- D. Perform Work in accordance with ACI 301.
- E. The County's Representative will inspect reinforcement.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver reinforcing steel from the mill in securely tied bundles, each bundle limited to 1 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 of material.
- B. After fabrication, bundle and tag reinforcing steel for identification at the site. Tags shall identify the steel by the reinforcement item marking indicated on the reviewed Shop Drawings and the quantity of such item contained in the bundle.
- C. Segregate to maintain identification after bundles are broken.
- D. Store off the ground, protected from the elements and contaminants, which could adversely affect bond.

1.7 COORDINATION

- A. Coordinate with placement of formwork, formed openings and other Work.

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MONO COUNTY DEPARTMENT OF PUBLIC WORKS
BRIDGEPORT, CALIFORNIA

PART 2 - PRODUCTS

2.1 REINFORCEMENT

A. Reinforcing Bars

1. Welded Bars: ASTM A 706, Grade 60 deformed low alloy steel bars, plain finish.
2. All Others:
 - a. Number 4 or Larger: ASTM A 615, Grade 60 deformed billet steel bars, plain finish unless otherwise indicated.
 - b. Number 3 Bars ASTM A 615 Grade 40 deformed low alloy steel bars plain.

2.2 ACCESSORY MATERIALS

A. Wire for Ties, Stirrups, and Spiral Reinforcement: ASTM A 82, minimum 16 gage.

B. Chairs, Bolsters, Spacers, Bar Supports, and Other Accessories

1. Conform to requirements of ACI 315; size and shape for strength and support of reinforcement during concrete placement conditions.
2. Where portion of accessories will be within 1/2 inch of concrete surfaces exposed to the weather in the finished Work, such accessories shall be made of stainless steel.
3. Use wire bar type support complying with CRSI recommendations, unless otherwise indicated.
4. For slabs on grade, use supports with sand plates or horizontal runners where base materials will not support chair legs.
5. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are hot-dip galvanized, plastic coated or stainless steel protected.
6. Over vapor barriers, use load-bearing bottom pads or precast concrete chairs to prevent penetration of the membrane.

C. Welding Filler Metal: ER90 for A 706, Grade 60 bars, low hydrogen electrodes.

2.3 FABRICATION

- A. Fabrication of reinforcement items shall proceed only after review of bar lists and shop Drawings. Each unit of reinforcement shall be fabricated to conform to the reviewed bar lists and shop Drawings.
- B. Reinforcing steel shall be bent cold and shall not be straightened or rebent in a manner that will damage the material.
- C. Fabricate concrete reinforcing in accordance with ACI 318 and California Building Code.

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- D. Locate reinforcing splices, not indicated on Drawings, at point of minimum stress as approved.

PART 3 - EXECUTION

3.1 PLACEMENT

- A. At time of concrete placement, reinforcement shall be free of coatings that could adversely affect the bond with concrete.
- B. Reinforcement shall be supported and fastened together to prevent displacement by construction loads or by the placement of concrete, beyond the tolerances specified in ACI 301. Sizes and dimensions of supports shall be as required to position the steel as indicated on the reviewed Shop Drawings and in conformance with the minimum concrete protective covering requirements of ACI 301.
- C. Provide reinforcing bars full length, to the extent practicable. Splices will be permitted only where indicated on the Drawings, Shop Drawings or as otherwise permitted by the County's Representative.
- D. Other Splices in Reinforcement: Lapped ends of bars may be placed in contact and securely wired or may be separated sufficiently to permit the embedment of the entire surface of each bar in concrete.
 - 1. Stagger splices in adjacent bars.
 - 2. Lap bars 48 diameters unless otherwise indicated.
- E. Reinforcing bars shall not be re-bent or straightened; remove and replace.
- F. Obstructions: Should conduit, pipes, inserts, sleeves, or other items interfere with the placement of reinforcement, notify the County's Representative and obtain approval of procedure before placement of concrete is started.
- G. Concrete Cover: Indicated on Drawings.
- H. Welding
 - 1. Conform to the requirements of AWS D1.4; perform by AWS-qualified welders.
 - 2. Perform field test on minimum 1 weld within each 25 welds. Conduct non-destructive field test (radiographic for butt welds, magnetic particle for fillet welds) for welds indicated.
- I. Place, support and secure reinforcement against displacement. Do not deviate from required position.

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- J. Misplaced Reinforcing
 - 1. If reinforcing bars are found to be misplaced after concrete has been placed, immediately notify the County's Representative and make no correction and cutting without the County's Representative review and recommendations.
 - 2. Misplaced bars shall not be bent.
 - 3. Perform redesign alterations, corrections, or replacement of concrete or reinforcing required because of misplaced bars.
- K. Do not displace or damage vapor barrier.
- L. Accommodate placement of formed openings.
- M. When drilling into existing concrete, do not cut or damage any existing reinforcing. If existing reinforcing is encountered while drilling, stop drilling and relocate hole to clear existing reinforcing.

3.2 MAINTENANCE OF REINFORCING

- A. Continuously inspect and maintain reinforcement in proper position during concrete operations.

END OF SECTION 032000

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SECTION 032013.01 GROUTED DOWELS IN CONCRETE

PART 1 – GENERAL

1.1 SCOPE

A. Section Includes

1. Reinforcing bar dowels provided in hardened concrete using epoxy grout. Dowels shall be placed at provided concrete to existing concrete, at sawcut concrete being patched or modified, and other locations as indicated.

1.2 RELATED SECTIONS

- A. Section 014500 Quality Control
- B. Section 032000 Concrete Reinforcing
- C. Section 033000 Cast-In-Place Concrete
- D. Section 034516 Concrete Testing and Inspection

1.3 REFERENCES

- A. ASTM C881 - Specification for Epoxy-Resin-Base Bonding System for concrete.
- B. ASTM C882 - Specification for Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete.
- C. ASTM C939 - Specification for Test Method for Flow of Grout for Preplaced- Aggregate Concrete.
- D. ASTM C1107 - Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
- E. ASTM D648 - Test Method for Deflection Temperature of Plastics Under Flexural Load.
- F. ASTM D695 - Test Method for Compressive Properties of Rigid Plastics.
- G. ICBO ER-4398 - Anchor-It Chemical Anchoring Adhesive Fastening Systems, Adhesives Technologies, Inc.
- H. ICBO ER-4285 - ITW Ramset Redhead Epcon System Ceramic 6 Epoxy Anchors.

1.4 SUBMITTALS

- A. Submit under provisions of Section 013323 Shop Drawings, Product Data and Samples.

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- B. Product data for proprietary materials, including epoxy adhesives and nonshrink grout. Include manufacturer's detailed instructions for storage and handling, placement, and special inspection.
 - 1. Include current ICC Evaluation Report for epoxy adhesives prepackaged in cartridges.
- C. Manufacturer's written certifications, that bulk epoxy adhesives and nonshrink grouts, comply with requirements of these Specifications and the intended uses on Project.
- D. Manufacturer's written letter of certification identifying Contractor's employees qualified for placement of bulk epoxy adhesives and nonshrink grouts, trained through job site instruction conducted by Manufacturer.

1.5 QUALITY ASSURANCE

- A. Qualifications for Grouting Installer and Field Personnel:
 - 1. Dowels Provided with Bulk Epoxy Adhesives: Contractor shall verify that Grouting Installer has a minimum of 3 years experience grouting dowels with bulk epoxy adhesives. Field personnel shall have prior experience in grouting dowels to the depths required for the Project using similar adhesives and equipment.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide 1 of the following Manufacturers.
 - 1. Hilti
 - 2. Master Builders, Inc.
 - 3. ITW Ramset
 - 4. Or equal

2.2 MATERIALS

- A. General
 - 1. Epoxy Adhesive (Bulk-Type): Two-component, 100 percent solids, structural epoxy, insensitive to moisture. ASTM C881, Type IV; Grade 3 nonsag light paste is acceptable for all conditions, Grade 1 or 2 liquid epoxy may be used for downhand applications; Class A, B, or C to suit temperature conditions of substrate.
 - a. Slant Shear Strength: 5000 psi, no failure in bond line, ASTM C882, damp-to damp concrete.
 - b. Compressive Yield Strength: 10,000 psi, ASTM D695.

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- c. Minimum Heat Deflection Temperature: 125 degrees Fahrenheit, ASTM D648.
 2. Epoxy Adhesive (Cartridge-Type): Non-sag light paste, two-component, 100 percent solids epoxy. Capable of bonding to damp surfaces. Minimum heat deflection temperature of 125 degrees Fahrenheit. Prepackaged in cartridges for manually or pneumatically operated caulk gun and automatically mixed at nozzle. ICC approved. Use is limited to holes 2 inches or less deep without approval of County's Representative.
- B. Epoxy Adhesive
1. Hilti HY-150
 2. Concreative 1420 Cartridges by Master Builders, Inc.
 3. Epcon Ceramic 6 Epoxy, by ITW Ramset
 4. Or equal
- C. Reinforcing Bars: ASTM A615, Grade 60, deformed. Grind end of bar to remove offsets.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas to be drilled to verify conditions of access, interferences, and existing materials.
- B. Locate existing reinforcing steel, which might interfere with drilling, with a suitable metal detector.

3.2 PREPARATION

- A. Protect existing exposed surfaces from grouting operations.
- B. Dowels shall be free of oil, mud, loose rust or other materials that may reduce bond.

3.3 INSTALLATION WITH EPOXY

- A. Drilling
 1. Drilling Equipment: Use electric or pneumatic rotary type drilling hammer with medium or light impact and carbide tipped masonry bit. Where edge distances are less than 2 inch, use lighter impact equipment to prevent microcracking during drilling process. If a diamond bit is used, abrasive blast to roughen surface.
 2. Hole Diameter: Drill holes to a diameter 1/8 inch larger than the nominal diameter of the dowel, except where a larger diameter is required for placement at long embedment depths.
 3. Embedment Depth: Provide to depth shown on Drawings. Where not shown, provide depth of 20 dowel diameters and verify depth with County's Representative prior to placement.

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4. Do not cut reinforcing steel. Where reinforcing is encountered, drill hole a minimum of 3 diameters clear at no additional cost to the County.
- B. Clean holes by brushing with a nylon brush and blowing out with oil-free compressed air.
- C. After an initial amount of epoxy is dispensed and uniform color is achieved and verified, place tube at bottom of hole and slowly withdraw as epoxy is evenly injected to fill hole approximately half full.
- D. Using uniform pressure, push the anchor slowly to bottom of hole, rotating it to prevent entrapping air voids.
- E. Fill abandoned holes with epoxy and bar cut flush at surface or with nonshrink grout.

3.4 CLEANING

- A. Clean excess epoxy from around holes before it hardens on surfaces that will be exposed to view.

3.5 PROTECTION

- A. Protect dowels from accidental disturbance during curing time specified by Manufacturer or for 24 hours minimum, whichever is greater.
- B. Do not place pullout or shear loads on dowels for minimum 3 days after grouting.

3.6 FIELD QUALITY CONTROL

- A. Inspection and Testing will be performed according to the County's Representative.
- B. County's Testing Laboratory will:
 1. Review Manufacturer's recommended construction and inspection procedures.
 2. Periodically inspect placement for conformance with Contract Documents and Manufacturer's recommendations.
 3. Test dowels and threaded. There shall be no loosening or movement of dowel out of hole and no cracking or spalling of concrete in which dowel or bolt is set.
 - a. Test a minimum of 10 percent of each size dowel and bolt.
 - b. Test a minimum of 3 of each size dowel and bolt.
 - c. Perform tests at different locations and conditions to obtain representative sample.
 4. Should any dowel or bolt fail to meet this criteria, increase testing of similar dowels by 100 percent. If other failures occur during additional testing, test all similar dowels.

END OF SECTION 032013.01

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SECTION 033000 CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SCOPE

A. Section Includes

1. Structural concrete slab-on-grade throughout the addition.
2. Individual concrete footings at various locations
3. Concrete flatwork at the site.
4. Expansion and contraction joint devices associated with concrete work.

1.2. RELATED SECTIONS

- A. Section 031100 Concrete Forming and Accessories
- B. Section 032000 Concrete Reinforcing
- C. Section 032013.01 Grouted Dowels in Concrete
- D. Section 034516 Concrete Testing and Inspection
- E. Section 079200 Joint Sealants

1.3 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 305R - Hot Weather Concreting.
- C. ACI 306R - Cold Weather Concreting.
- D. ANSI/ASTM D 1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- E. ANSI/ASTM D 1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- F. ASTM C 33 - Concrete Aggregates.
- G. ASTM C 330 - Lightweight Concrete Aggregates.
- H. ASTM C 94 - Ready-Mixed Concrete.
- I. ASTM C 150 - Portland Cement.
- J. ASTM C 171 - Sheet Materials for Curing Concrete.

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- K. ASTM C 260 - Air Entraining Admixtures for Concrete.
- L. ASTM C 309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- M. ASTM C 494 - Chemicals Admixtures for Concrete.
- N. CBC - California Building Code, 2010 Edition.

1.4 DEFINITIONS

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

1.5 SUBMITTALS

- A. Submit under provisions of Section 013323 Shop Drawings, Product Data and Samples.
- B. Product Data: Provide data on products and materials specified.
- C. Shop Drawings: Indicate locations of proposed construction and control joints, prior to placement.
- D. Samples: Submit two 6 inch long samples of expansion/contraction joint and control joint.
- E. Certificates of Compliance: Prior to incorporation in construction, submit manufacturer's Certificate that specific products proposed for use meet or exceed specified requirements.
- F. Mix Designs.
- G. Manufacturer's Placement Instructions: Indicate placement procedures and interface required with adjacent Work.
- H. Certificate of Installation for Concrete Hardeners: Submit manufacturer's certificate stating that concrete hardener has been applied in accordance with the manufacturer's instructions. The Contractor shall sign the certificate.

1.6 QUALITY ASSURANCE

- A. Conform to CBC California Building Code 2010.
- B. Perform Work in accordance with ACI 301. Maintain 1 copy of document on site.
- C. Acquire cement and aggregate from same source, respectively, for all Work.
- D. Conform to ACI 305R when concreting during hot weather.
- E. Conform to ACI 306R when concreting during cold weather.

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- F. Allowable Tolerances:
 - 1. Level Condition
 - a. Deviation from plumb or level shall not exceed 1/8 inch within 10 feet in any direction, as determined with a 10 foot straight edge.
 - 2. Sloped Condition
 - a. Deviation from in-plane or smooth shall not exceed 1/8 inch within 10 feet in any direction, as determined with a 10 foot straight edge.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle packaged materials in the manufacturer's original, sealed containers, each clearly identified with the manufacturer's name, and name and type of product.
- B. Store materials subject to damage by dirt and moisture in a clean, dry location, off the ground and suitably protected.
- C. Store coarse and fine aggregates in separate, covered bins.
- D. Store bulk cement in covered bins.

1.8 JOB CONDITIONS

- A. Environmental Requirements for Placing Concrete
 - 1. Hot Weather: ACI 305R.
 - 2. Cold Weather: ACI 306R.
 - 3. Do not place concrete during precipitation, unless adequate protection is provided.

1.9 COORDINATION

- A. Coordinate all Work.
- B. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.
- C. Coordinate the placement of items to be embedded in concrete, and provide openings in the concrete necessary for performance of the Work of other Sections.
- D. In advance of concrete placements, determine finish characteristics required by the Work of other Sections and provide concrete surfaces accordingly.
- E. Concrete which is to receive application of other Work shall be water-cured only, and maintained free from other formwork and curing materials, unless otherwise accepted by the County's Representative.

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete: Ready-mixed, ASTM C 94.
- B. Cement: ASTM C 150, Type I, Type II, (use Type II where fine or coarse aggregate is determined to be reactive).
- C. Aggregate: ASTM C 33 (aggregate shall be previously approved by the County's Representative or shall be tested in accordance with ASTM C289).
- D. Lightweight Aggregate: Expanded shale aggregate conforming to ASTM C330.
- E. Water: Potable, clean, not detrimental to concrete, containing less than 500 parts per million of chlorides.

2.2 ADMIXTURES

- A. Water-Reducing Admixture: ASTM C 494.
 - 1. Manufacturers
 - a. Master Builders, Pozzolith 220N.
 - b. Euclid Chemical Company, Eucon WR-75.
 - c. Sika Chemical Corp., Plastocrete 160.
 - d. Or equal
- B. Water-Reducing, Retarding Admixture: ASTM C 494.
 - 1. Manufacturers
 - a. Master Builders, Pozzolith 100XR.
 - b. Euclid Chemical Company, Eucon Retarder-75.
 - c. Sika Chemical Corp., Plastiment.
 - d. Or equal.
- C. High Range Water-Reducing Admixture (Superplasticizer): ASTM C 494.
 - 1. Manufacturers
 - a. Euclid Chemical Company, Eucon 37.
 - b. American Admixtures, Melment L10A.
 - c. Or equal.
- D. Air-Entraining Admixture: ASTM C 260.
 - 1. Manufacturer: Approved by the County's Representative.
- E. Accelerator: ASTM C 494, Type C or E; Non-corrosive, non-chloride.
 - 1. Manufacturer
 - a. Master Builders, Incorporated; Pozzutec 20.
 - b. Euclid Chemical Company, Accelguard 80.

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- c. W.R. Grace Company; Daraset.
 - d. Or equal.
 2. Submit test report from independent testing laboratory of results of an acceptable accelerated corrosion test method such as that using electrical potential measures, of minimum 1 year duration, demonstrating non-corrosive nature of product.
- F. Bonding Admixture: Acrylic latex, non-rewettable type.
 1. Manufacturer
 - a. The Burke Company, Burke Acrylic Bondcrete.
 - b. Euclid Chemical Company, Flex-Con.
 - c. Thoro System Products, Acryl 60.
 - d. W. R. Grace, Daraweld C.
 - e. Or equal.
- G. Fly Ash: Fly ash addition to the concrete mix with reduction of Portland cement is acceptable, subject to the following criteria:
 1. Fly ash shall conform to the requirements to the ASTM C 618, Class F, supplementary optional chemical and physical requirements of Tables 1A and 2A, except that the maximum sulfur trioxide shall be 4 percent and the maximum loss on ignition shall be 1.5 percent.
 2. Fly ash may be used only in concrete mixes with Portland cement Type II and IIA and shall not be used with high early strength Portland cement Type III.
 3. The reduction of Portland cement, by weight, shall not exceed 15 percent when comparing the mix design without fly ash with the mix design with fly ash. For comparing the mix design, the Contractor shall provide a certified mix design without fly ash together with a mix design with fly ash. In addition, the Contractor shall submit test results on 3 test cylinders for each test; age, prepared and cured in accordance with ASTM C 192, test at 7 and 28 days in accordance with ASTM C 39. The test cylinders shall have been prepared from a batch of the proposed design mix with fly ash. Where the 28-day test do not meet the specified strength requirements, the design mix will not be acceptable.
 4. For concrete mix designs with the reduction of Portland cement, by weight, exceeding 15%, the maximum limit of fly ash shall not exceed 25%. The Contractor shall submit a minimum of 15 test records on 2 test cylinders for each record; age, prepared and cured in accordance with ASTM C 192, test at 7 and 28 days in accordance with ASTM C 39. The test cylinders shall have been prepared from a batch of the proposed design mix with fly ash. Where the 28-day test does not meet the specified strength requirements, the design mix will not be acceptable.
- H. Any admixtures added to the concrete must not affect bonding of the fluid-applied flooring.

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2.3 ACCESSORIES

- A. Curing Compound: Liquid membrane, ASTM C 309, type I; conforming to volatile organic compound (VOC) limits established by Local Air Quality Control Board (LAQCB) District Regulations.
- B. Sheet Curing Material: ASTM C 171.
- C. Hardener: Clear, non-metallic dust-on type.
 - 1. Manufacturer
 - a. Sonneborn, "Harcot Standard Natural".
 - b. Burke Floor Hardener.
 - c. Lambert Corp., "Colorhard".
 - d. Or equal.
- D. Bonding Agent
 - 1. Manufacturer
 - a. Euclid Chemical Company; Euco-Weld.
 - b. Larsen Products Corp.; Weld-Crete.
 - c. Symons Corporation; Ready Bond.
 - d. Or equal.
 - 2. Type: Polyvinyl acetate, rewettable type, with visible tinted pigment to verify coverage.
- E. Bond Breaker
 - 1. Non-staining type, providing a positive bond prevention.
 - 2. Manufacturer and Product
 - a. Burke Co., San Mateo, CA., Burke Clean Lift Bond Breaker or Burke Tilt Free Bond Breaker.
 - b. Williams Distributors, Inc., Seattle WA., Williams Tilt-Up Compound.
 - c. SCA Construction Supply Division, Superior Concrete Accessories, Franklin Park, IL Silcoaseal 77.
 - d. Or equal.
- F. Patching Mortar: Epoxy type, 100 percent solids, suitable for use on damp or dry surfaces.
 - 1. Manufacturer
 - a. The Burke Company; Burkeepoxy Mortar.
 - b. Euclid Chemical Company; Euco 456 Mortar.
 - c. Sika Chemical Corporation; Sikadur 43 Patch-Pak.
 - d. Or equal.
- G. Patching Compound: Free flowing, polymer modified, cementitious topping.
 - 1. Manufacturers

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- a. The Burke Company; Skimcrete.
- b. Sika Corporation; SikaRepair 223.
- c. Euclid Chemical Company; Verticoat.
- d. Or equal.

H. Evaporation Retardant

1. Manufacturers
 - a. The Burke Company; Burke Finishing Aid Concentrate.
 - b. Master Builders; Confilm.
 - c. Euclid Chemical Company; Eucobar.
 - d. Or equal.

2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler Type A: ASTM D 1751; Asphalt impregnated fiberboard or felt, 1/4 inch thick; tongue and groove profile.
- B. Joint Filler Type B: ASTM D 1752; Closed cell polyvinyl chloride foam, resiliency recovery of 90 percent if not compressed more than 50 percent of original thickness.
- C. Joint Filler Type C: ASTM D 1752; Premolded sponge rubber, fully compressible with recovery rate of minimum 95 percent.
- D. Epoxy Joint Filler: 2-component, 100 percent solids compound; minimum 50 shore D hardness.
 1. Manufacturers
 - a. The Burke Company; Burkepoxy Reflex Joint Filler
 - b. Euclid Chemical Company; Euco 700.
 - c. Metzger/McGuire Co.; MM-80.
 - d. Or equal.
- E. Construction Joint Devices: Integral galvanized steel formed to tongue and groove profile, with removable top strip exposing sealant trough where indicated.

2.5 MIXES

- A. General Requirements
 1. Design mixes shall be in accordance with CBC 1905A.3 "Proportioning on the basis of field experience and trial mixtures."
 2. Instruct Testing Agency to base mix designs on use of materials tested and approved.
 3. Concrete mixes shall be designed to meet strengths specified and be of uniform density without segregation when placed.
 4. Admixtures to be used in concrete shall be subject to prior approval by the County's Representative.

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5. Mix designs are subject to review. Final acceptance of materials will depend upon strength testing after placement.
 6. Specifically Prohibited Admixtures:
 - a. Admixtures containing hydrogen chloride, calcium chloride, or thiocyanates.
 - b. Admixtures containing more than 0.05 percent chloride ions.
 7. Unspecified admixtures will not be permitted, unless modified by the Testing Agency as necessary, and each such modification is approved by the County's Representative.
 8. Concrete may be designed for either pump or conventional placement. If pumping will be used, the mix shall be specifically designed for pumping and shall be so designated.
- B. Patching Mortar: Mix in proportions, by volume, of 1 part cement to 2 parts fine aggregate.

2.6 MIXING

- A. Batch Plant Conditions
1. Equipment and plant shall be capable of weighing, proper segregation and efficient handling, and shall be subject to approval. Equipment and plant processes not approved shall not be used in the Work.
 2. Use approved automatic metering capable of determining moisture content of sand.
- B. General Requirements
1. Concrete mixing shall comply with CBC Section 1905A.8 and ASTM C 94.
 2. Mix cement, fine and coarse aggregates, admixtures, and water to exact proportions of mix designs.
 3. Measure fine and coarse aggregates separately according to approved method, which provides accurate control and easy checking.
 4. Adjust grading to improve workability; do not add water, unless otherwise recommended by the County's Representative.
 5. Maintain proportions, values, and factors or prove mixes throughout Work.
- C. Admixtures: Use automatic metering dispenser to introduce admixture into mix.

2.7 STEEL REINFORCING AND EMBEDS

- A. Steel reinforcing and accessories are specified in Section 032000 Concrete Reinforcing.
- B. Anchorage to Existing concrete elements, see Section 032013.01 Grouted Dowels in Concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

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- A. Verify that conditions are satisfactory for the placement of cast-in-place concrete.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.
- D. If unsatisfactory conditions exist, do not commence the placement until such conditions have been corrected. Beginning placement means acceptance of existing conditions.
- E. Hot Weather:
 - 1. Follow all requirements as per ACI 305R-89; except as modified below in this Section.
 - 2. The concrete temperature at placement shall not exceed 100 degrees Fahrenheit.
 - 3. Use ice or cold water as part of the mixing water to reduce concrete temperature. Adjust the mix accordingly to take in account the ice. Where maximum quantities of ice or cold mixing water are required, aggregates should be properly drained to minimize free moisture.
 - 4. Flatwork surfaces shall be water cured in forms and covered with burlap and plastic sheeting for protection. Forms and burlap shall be wetted down a minimum of 7 times daily to keep it continually moist.
 - 5. Water cure all flatwork surfaces until minimum design strength is reached but not less than 5 days.
 - 6. Submit a list which outlines concrete placement and curing.
- F. Cold Weather Concrete:
 - 1. Follow the requirements of ACI 306R-2 except as modified below.
 - 2. Concrete temperature at placement and curing shall not fall below 55 degrees Fahrenheit for sections less than 12 inches in dimension and 50 degrees Fahrenheit for all others.
 - 3. Placement temperatures may not be higher than 20 degrees Fahrenheit over the minimum temperatures as described paragraph 2 above.
 - 4. For concrete protection provide foam insulating blankets until concrete has obtained its minimum design strength, but not less than 3 days.
 - 5. Where additional heat is required to maintain minimum concrete temperatures as listed above, heat shall be provided with electric heating wires embedded in insulating blankets.
 - 6. Apply approved curing compound immediately after finish of newly placed concrete is complete.
 - 7. Insure maximum temperature drop of concrete after initial protection does not exceed 45 degrees Fahrenheit in its first 24 hours.
 - 8. Concrete shall not be placed against frozen subgrade or forms.
 - 9. Submit list which outlines concrete placement and curing procedures.

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3.2 PREPARATION

- A. All previously placed concrete with concrete placed adjacent to it shall have the entire contact area prepared by roughening it to a 1/4 inch amplitude. The process used to prepare the surface shall not have a detrimental effect on the concrete element or any adjacent elements.
- B. Remove loose dirt and foreign matter from excavations and forms; remove standing water and saturated material from excavations and from cavities. Placing concrete in standing water shall not be permitted.
- C. Thoroughly clean reinforcement and other embedded items free from loose rust and other objectionable matter.
- D. Thoroughly wet wood forms, except coated plywood, and adjacent concrete at least 1 hour in advance of placing concrete; repeat wetting as necessary to keep forms damp.
- E. Maintain equipment clean and of sufficient quantity and capacity to efficiently execute the Work.
- F. Verify that subgrade and forms have been checked for line and grade, and Work areas have been observed and approved by the County's Representative.

3.3 PLACEMENT

- A. Notify the County's Representative before each concrete placement.
- B. Transporting
 - 1. Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable by methods which prevent the separation or loss of the ingredients.
 - 2. Concrete shall not be dropped freely where reinforcing bars will cause segregation, nor shall it be dropped more than 4 feet.
 - 3. Spouts, elephant trunks, or other approved means shall be used to prevent segregation.
 - 4. Concrete may be pumped from the transit mixer to places of deposit, provided that information on mix-design adjustments, equipment data, procedures, and the entire operation are submitted for the County's Representative's prior review.
 - a. Pumps shall be suitable for the mix, aggregate size, and slump required.
 - b. Pump operators shall be experienced in the operation of the equipment to be used.
 - 5. Use of aluminum equipment to transport concrete is not permitted.
- C. Depositing
 - 1. Place concrete in accordance with CBC, Section 1905A.10.
 - 2. Maintain during placement or until the completion of the section, a plastic surface approximately horizontal.

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3. Prevent displacement of reinforcement and other items required to be embedded in concrete.
4. Before concrete sets, completely remove concrete spilled on forms or reinforcing steel in portions of structure not to be immediately concreted.
5. Place concrete continuously between predetermined expansion, control, and construction joints. An interruption in placing of more than 60 minutes will be cause for shutting down concrete placement operations and the wasting of remaining mixed concrete, concrete in hoppers, and concrete in mixers. In case such interruption occurs, provide construction joints where and as directed, and cut concrete back to such line, cleaning forms and reinforcing as specified herein.
6. Keep a record of the time and data of placing the concrete in each portion of the structure. Keep reports until the completion of the structure, and keep reports open to the review of the County's Representative.

D. Consolidation

1. Thoroughly consolidate concrete by puddling with suitable tools during placement and thoroughly working around reinforcement, embedded fixtures, and into the corners of forms.
2. In addition to manual spading and tamping, internally vibrate concrete with high-speed mechanical vibrators of sufficient amplitude for adequate consolidation.
3. Vertically insert and remove hand-held vibrators at points 18 inches to 30 inches apart, along slab edges.
4. Do not use vibrators to transport concrete in forms.
5. Vibrate concrete minimum amount required for consolidation.
6. Do not vibrate concrete placed for slab on grade except at slab edges adjacent to edge forms and at items embedded in the slab.

E. Construction Joints

1. Verify location and conformance with typical details; provide only where designated or accepted by the County's Representative.
2. Horizontal construction joint shall conform to CBC Section 1906A.4.
3. Surface of construction joints shall be cleaned and roughened by removing the entire surface and exposing clean aggregate solidly embedded in mortar matrix.
4. Prevent formation of shoulders and ledges.
5. Jointing Floor Slabs-on-Grade: Interior floor slabs-on-grade shall be constructed in alternate strips. Locate construction joints under partitions whenever possible.
6. Control joints shall be located between construction joints. To control shrinkage and cracking, cut joints within 4 hours after placing and finishing the concrete. During hot weather, take all necessary measures to prevent cracking.

3.4 FINISHING - GENERAL

- A. Remove fins, projections, and loose material.
- B. Patch honeycomb, aggregate pockets, voids, and holes exceeding 1/4 inch diameter as follows:

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1. Chip out until sound concrete is exposed to minimum depth of 1 inch.
2. Prepare patching mortar with approximately 2 parts normal Portland cement, 1 part white cement, and 9 parts fine aggregate; vary proportions of cement as necessary to match color of adjacent concrete.
3. Saturate surfaces with water and fill cavities with patching mortar.
4. Fill holes left by form ties with patching mortar.
5. Cure patches as specified for concrete.

3.5 UNFORMED SURFACE FINISHES

A. Steel Trowel Finish

1. Using finishing machines or steel trowels, trowel surfaces to produce a dense, hard, smooth steel trowel finish.
2. Commence troweling in 1 pass just sufficiently to flatten floated surface.
3. Wait until concrete has set sufficiently; then resume steel troweling; continue and repeat as required to obtain a hard steel trowel finish, free of blemishes, ripples, and trowel marks.
4. Do not:
 - a. Use cement or sand dusting to absorb or otherwise remove surface water.
 - b. Commence troweling too soon on freshly placed concrete.
 - c. Overwork surfaces by excessive troweling in an area in 1 pass.
5. Work out lips, uneven levels, and other irregularities prior to final troweling.
6. Neatly tool exposed edges, expansion joints, curbs, arises, and other details.
7. Surface across joints shall be level and free from offsets.
8. Provide for interior surface not otherwise indicated or specified.

3.6 PROTECTION

- A. Maintain concrete temperature above 55 degrees Fahrenheit during curing, except as modified in Cold Weather Concrete of this specification section.
- B. Protect concrete from damage by sun and rain.
- C. Do not subject concrete to any loads until it is completely cured and has attained its minimum 28 day design strength.
- D. Protect concrete during and after curing from damage from subsequent construction operations.
- E. Cover traffic areas with reinforced Kraft paper or plywood sheets; maintain paper and plywood in place and in good repair for as long as necessary to protect against damage from construction operations.
- F. Keep finished areas free from traffic for a minimum of 4 days or as necessary until surfaces have set sufficiently to prevent damage.

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3.7 CURING

- A. Curing shall immediately follow finishing and shall be accomplished for each portion of the Work as follows:
 - 1. Water cure all flatwork surfaces with burlap and plastic sheeting for a minimum of 7 days by form-curing. Forms and slabs shall be wet down thoroughly at least 4 times daily or until forms are removed. At Contractor's option, forms may be removed when 75 percent concrete design strength has been reached, but not sooner than 3 days. Follow immediately fog spray to maintain moist condition inside of building.
 - 2. Provide ventilation fans as required to create air movement and allow the curing process to meet the schedule.

3.8 DEFECTIVE CONCRETE

- A. Defective concrete will be repaired or replaced. Determination will be made by the county's Representative
- B. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of county's Representative for each individual area.
- C. Defective concrete shall be repaired or replaced as recommended by the County's Representative at no additional cost to the County. Repair materials shall include cements, admixtures, epoxy, and aggregates as required by the nature of the defects.
- D. With the prior acceptance of the County's Representative, some minor defective Work may be repaired by use of cement mortar; however, if the defects are serious or affect the strength of the structure or its appearance, the County's Representative may require the removal and replacement of that portion of the structure affected.
- E. Immediately after removing forms, concrete surfaces shall be inspected, and pour joints, voids, rock pockets, tie holes, and similar defects shall be patched at once, but not until the surfaces have first been examined by the County's Representative. Submit information on patching mixture and method proposed for use to the County's Representative for review prior to commencing.

3.9 PATCHING

- A. Allow County's Representative to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify County's Representative upon discovery to determine its repair or replacement.
- C. Patch imperfections as directed.
- D. Patching Tie Holes

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1. Cut nails and tie wires for form ties flush with the face of the concrete, and leave surfaces smooth and clean.
2. Remove metal spreader ties on exposed concrete Work, or snap off inside the wall surface.
3. Patch cone pockets on exposed surfaces, and solidly pack with cement grout.

3.10 SCHEDULE

- A. Where not otherwise indicated on the Drawings or in other Sections, provide concrete in accordance with the following Table:

<u>CEMENT CLASS***</u>	<u>COMPRESSIVE STRENGTH</u>	<u>SLUMP (MAX)*</u>	<u>AGGREGATE (MAX)**</u>	<u>MIN. LBS./CU. YD.</u>
Slab-On-Grade**** (Interior floor)	3000	4 inch	0-3/4 inch	470
Concrete Pads**** (Exterior)	3000	4 inch	0-3/4 inch	470
Items not otherwise indicated	3000	4 inch	1 inch	470

* Concrete with superplasticizer designed into the mix shall arrive at the site without the superplasticizer at slump of 2 to 3 inches, be verified, then have superplasticizer added at the site to attain specified slump.

** Maximum aggregate size not more than 1/3 thickness of concrete component.

*** Air Dry Weight shall not exceed 150 pounds per cubic foot for normal weight concrete or 110 pounds per cubic foot for lightweight concrete.

**** Levelness Tolerance = 1/8 inch in radius of 10 foot surface.

END OF SECTION 033000

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SECTION 034516 CONCRETE TESTING AND INSPECTION

PART 1 - GENERAL

1.1 SCOPE

A. Section Includes

1. Concrete testing and inspection required by other Sections.

1.2 RELATED SECTIONS

A. Section 032000 Concrete Reinforcing

B. Section 032013.01 Grouted Dowels in Concrete

C. Section 033000 Cast-In-Place Concrete

1.3 REFERENCES

A. ACI 216 - Fire Endurance of Concrete Elements

B. ACI 318 - Building Code Requirements for Reinforced Concrete.

C. ASTM C 31 - Method of Making and Curing Concrete Test Specimens in the Field.

D. ASTM C192 - Method of Making and Curing Concrete Test Specimens in the Laboratory.

E. ASTM C 39 - Test Method for Compressive Strength of Cylindrical Concrete Specimens.

F. ASTM C 42 - Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

G. ASTM C 94 - Ready-Mixed Concrete.

H. ASTM C 143 - Test Method for Slump of Portland Cement Concrete.

I. ASTM C 173 - Test on Fresh Concrete for Entrained Air.

J. AWS D1.4 - Structural Welding Code for Reinforcing Steel.

K. CBC - California Building Code; 2010 Edition, State Chapters.

1.4 DESCRIPTION

- A. This Section describes required testing and inspection of concrete Work to be performed by Independent Testing Laboratory employed by the County under provisions of Section 014500 Quality Control.

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1.5 SUBMITTALS

- A. Submit under provisions of Section 013323 Shop Drawings, Product Data and Samples.
- B. Submit the Following:
 - 1. Certified copies of mix designs for each concrete class specified, stamped and sealed by a Registered California Professional Engineer.
 - 2. Certification that materials meet requirements specified.
 - 3. Samples only as specified.
 - 4. Certification from vendor that samples originate from and are representative of each lot proposed for use.
 - 5. Mill test reports for reinforcing.
 - 6. Ready mix delivery tickets, ASTM C 94.
 - 7. Certified copies of concrete reinforcement test results for tensile and bending strength.
 - 8. Certified copies of concrete cylinder compressive strength test results at time intervals specified.
 - 9. Batch plant certification.

1.6 CONDITIONS

- A. Contractor shall allow the County's Testing Laboratory free access to places, whether on or off the job site, where materials are stored, proportioned, mixed, or fabricated; to places where equipment is stored or serviced; and to job site during times of preparation, erection, placement, curing and patching.
- B. The Contractor shall supply labor, transportation, and on-site storage facilities required by the Testing Laboratory for taking and preparing samples for testing.

1.7 SEQUENCING AND SCHEDULING

- A. Notify the County's Representative prior to fabrication, field welding, mixing, and placement to permit testing and inspecting without delaying Work.

1.8 ENVIRONMENTAL CONDITIONS:

- A. Hot Weather: Follow all requirements as per Section 033000 Cast-In-Place Concrete.
- B. Cold Weather: Follow all requirements as per Section 033000 Cast-In-Place Concrete.

PART 2 - PRODUCTS

2.1 MATERIALS AND TESTS

- A. Test and inspect in accordance with CBC, Chapter 17A and as modified in this Specification.

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2.2 CONCRETE

- A. The County's Representative will:
 - 1. Review mix designs, certificates of compliance, and samples of materials proposed for use.
 - 2. Test and inspect materials, as necessary, in accordance with ACI 318, for compliance with requirements specified in Section 032013.01 Grouted Dowels in Concrete and Section 033000 Cast-In-Place Concrete.
- B. The Independent Testing Laboratory shall inspect batch plant prior to Work to verify following:
 - 1. Plant is equipped with approved metering devices for determining moisture content of fine aggregate.
 - 2. Other plant quality controls are adequate.

PART 3 - EXECUTION

3.1 TESTING AND INSPECTION OF CONCRETE REINFORCEMENT

- A. Independent Testing Laboratory employed by the County shall test reinforcing bars as follows:
 - 1. Take samples from bundles as delivered to fabricator from mill; 2 specimens from each 2-1/2 tons, or fraction thereof, of each size and grade.
 - 2. When bundles are identified by heat number, and accompanied by mill certificates, no testing of bars is required.
- B. Independent Testing Laboratory employed by the County shall inspect welding as follows: Inspect welding, including prior fit-up, welding equipment, and weld certification in accordance with AWS D1.4.

3.2 TESTING AND INSPECTION OF CONCRETE AGGREGATE

- A. Independent Testing Laboratory employed by the County shall test and inspect aggregate as follows: Per Table 5.1 of ACI 216R.

3.3 TESTING AND INSPECTION OF CONCRETE

- A. The Independent Testing Laboratory employed by the County shall:
 - 1. Perform testing in accordance with CBC Chapter 17A and 19A.
 - 2. Test slump of concrete according to CBC Standard 19-7.
 - 3. Test concrete for required compressive strength in accordance with CBC Chapter 19A and as follows:
 - a. Make and cure specimen cylinders according to ASTM C 31 for each class poured at site as directed by the County's Representative.

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- b. Retain 1 cylinder for 7 day test, 1 for 14 day test and 3 for 28 day test. Hold 1 cylinder for subsequent testing, if necessary.
 - c. Number each cylinder 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, etc.; date each set; and keep an accurate record of placement on what each set represents.
 - d. Transport specimen cylinders from job to laboratory.
 - e. Test specimen cylinders at age 7 days, 14 days and age 28 days for specified strength according to ASTM C 39.
4. Take core specimens of hardened structure and test specimen according to ASTM C 42 when laboratory tests of specimen cylinders show compressive strengths below specified minimum.
 5. Test for air entrainment as specified in design mix as per ASTM C 173.
 6. Frequency of testing shall conform to CBC Section 1905A.6.1.
- B. The Contractor shall submit ticket for each batch of concrete delivered to jobsite. Ticket shall bear following information:
1. Design Mix Number.
 2. Time of batching.
 3. Weight of cement, aggregates, water, and admixtures with max. aggregate size.
 4. Total volume of concrete.
- C. Concrete placed without inspection by the County's Representative
1. The County's Representative will determine the most suitable method of ascertaining quality of concrete.
 2. Contractor shall bear all expenses for X-ray or other inspection of in-place concrete.
 3. Contractor shall bear all expenses for removing concrete determined to be unsuitable.

3.4 TESTING AND INSPECTION OF WELD EMBEDS

- A. The welding requirements for steel embeds in concrete shall conform to CBC Standards Chapter 19-2.

3.5 RETESTING

- A. When tests or inspections reveal failure of materials to meet Contract requirements, Independent Laboratory shall provide additional tests in accordance with specified requirements as necessary until acceptance.

END OF SECTION 034516

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SECTION 055000 METAL FABRICATIONS

PART 1 - GENERAL

1.1 SCOPE

- A. Shop fabricated ferrous metal items: Scope shall include, but is not limited to the following:
 - 1. Sheet metal flashing materials.
 - 2. Miscellaneous steel; locations and items noted on the Drawings.
 - 3. Blocking and bracing required for construction.
 - 4. Galvanized, acid etched and prime painted where noted on the Drawings.

1.2 RELATED SECTIONS

- A. Section 099100 Painting

1.3 SUBMITTALS

- A. Submit in accordance with Section 013323 Shop Drawings, Product Data and Samples.
- B. Include construction Drawings, elevations and details complete with dimensions and types of connections, and finishes where applicable.
- C. Welder's AWS certification for each welder who will be utilized on site.

1.4 QUALITY ASSURANCE

- A. ASTM A36 - Structural Steel.
- B. ASTM A53 - Hot-Dipped, Zinc-Coated Welded and Seamless Steel Pipe.
- C. ASTM A307 - Low-Carbon Steel Externally and Internally Threaded Fasteners.
- D. ASTM A386 - Zinc-Coating (Hot-Dip) on Assembled Steel products.
- E. AWS D1.1 - Structural Welding Code.
- F. FS TT-P-641 Primer Coating, Zinc Dust-Zinc Oxide (for Galvanized surfaces).

1.5 QUALIFICATIONS

- A. Welder Certificate: Submit per Section 013323 Shop Drawings, Product Data and Samples AWS qualification for all welders on the job site to perform Work under this Section.

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1.6 FIELD MEASUREMENTS

- A. Verify all field measurements are as indicated on the Drawings. Confirm any discrepancies to the County's Representative on the shop Drawings and prior to commencing Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Sheet Steel: ASTM A446, Grade A.
- B. Bolts, Nuts and Washers: ASTM A307.
- C. Steel Pipe: ASTM A36, standard weight black steel galvanized after fabrication.
- D. Welding Materials: AWS D1.1; type required for materials being welded.
- E. Primer: FS TT-P-31, red; for shop application and field touch-up.
- F. Touch-up Primer for Galvanized Surfaces: FS TT-P-641 or SSPC-20.

2.2 FABRICATION

- A. Verify dimensions on site prior to shop fabrication.
- B. Fabricate items with joints tightly fitted and secured.
- C. Fit and shop assemble in largest practical sections, for delivery to site.
- D. Grind exposed welds flush and smooth with adjacent finished surface. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of structure, except where specifically noted otherwise.
- F. Make exposed joints butt tight, flush, and hairline. Supply components required for anchorage of metal fabrications. Fabricate anchorage and related components of same material and finish as metal fabrication, except where specifically noted otherwise.

2.3 FINISH

- A. Clean surfaces of rust, scale, grease and foreign matter prior to finishing.
- B. Do not prime surfaces in direct contact with concrete or where field welding is required.
- C. Prime paint items scheduled with 1 coat primer and 2 coats finish.
- D. Galvanized items to receive minimum 1.25 oz/sq ft zinc coating in accordance with ASTM A386, and to be acid etched for painting.

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PART 3 - EXECUTION

3.1 PREPARATION

- A. Obtain the County's Representative's approval prior to site cutting or making adjustments not scheduled.
- B. Clean and strip site primed steel items to bare metal where site welding is scheduled.
- C. Make provision for erection loads with temporary bracing. Keep Work in alignment.
- D. Supply items required to be cast into concrete or embedded in masonry with setting templates, to appropriate Sections.

3.2 APPLICATION

- A. Provide items plumb and level, accurately fitted, free from distortion or defects.
- B. Perform field welding in accordance with AWS D1.1.
- C. Touch-up field welds, scratched or damaged surfaces with primer.
- D. Handrails and guardrails shall be provided to comply with all requirements of the ADA and CBC Standards.

3.3 SCHEDULE

- A. Provide items listed in Schedule and shown on Drawings with anchorage and attachments necessary for placement.
- B. The Schedule is a list of principal items only. Refer to Drawing details for items not specifically scheduled.
 - 1. Flashings; prime and paint finish.
 - 2. Steel pipe bollards: Continuous construction in configurations shown; provide removable sections where indicated.

END OF SECTION 055000

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SECTION 061000 ROUGH CARPENTRY

PART 1 – GENERAL

1.1 SCOPE

- A. Provide all rough carpentry as necessary to frame the building if using wood stud framing and to provide blocking, ledgers and all miscellaneous Work necessary for the Project.
- B. Provide all materials, labor, equipment, service, scaffolding, necessary and incidental to the completion of the Work as shown on the Drawings and as specified herein.

1.2 RELATED SECTIONS

- A. Section 062000 Finish Carpentry
- B. Section 064100 Casework
- C. Section 081400 Wood Doors
- D. Section 083100 Access Doors
- E. Section 092116 Gypsum Board Assemblies
- F. Section 102800 Toilet Accessories

1.3 SUBMITTALS

- A. Submit in accordance with Section 013323 Shop Drawings, Product Data and Samples.
- B. Provide material safety data sheets for all wood preservatives proposed for use.
- C. Material Quality Requirements
 - 1. Certification:
 - a. Preservative Treated Wood: Certification for waterborne preservative and that moisture content was reduced to 19 percent maximum, after treatment.

1.4 QUALITY ASSURANCE

- A. General:
 - 1. Coordinate with the Work specified in other sections to ensure proper placement of all materials and anchors, as well as providing for openings and anchors for surface mounted materials and equipment.
 - 2. Qualifications for Workmen: Provide sufficient skilled workmen and supervisors who shall be present at all times during execution of this portion of the Work and

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who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

3. Rejection: In the acceptance or rejection of rough carpentry, no allowance will be made for lack of skill on the part of the workmen.

B. Standards and References: (Latest Edition unless otherwise noted)

1. 2010 California Building Code (CBC), Volumes 1, 2, 3, with State of California Amendments.
2. Lumber: West Coast Lumber Inspection Bureau (WCLIB); Rule 17, Standard Grading Rules for West Coast Lumber.
3. Lumber: Western Wood Products Association (WWPA); Standard Grading Rules for Western Lumber.
4. Redwood: Redwood Inspection Service (RIS); Standard Specifications for Grades of California Redwood Lumber.
5. Plywood: The Engineered Wood Association; Specifications and Grades.
 - a. Structural Plywood: United States Product Standard PS1-95, Group 1 Douglas Fir.
 - b. APA rated sheathing: United States Product Standard PS2.
6. Wood Preservative: American Wood Preservative Bureau (AWPB):
 - a. Standard for Softwood Lumber, Timber and Plywood Pressure Treated with Volatile Petroleum Solvent (LPG) Penta Solution for Above Ground Use.
7. National Design Specification for Wood Construction (NDS).

C. Pre-Application Meeting: Contractor shall schedule a meeting prior to start of construction to verify the scope of Work with the County's Representative prior to the start of any rough carpentry.

D. Products shall be low VOC emitting and shall have no formaldehyde release.

1.5 STORAGE AND HANDLING

A. Protection:

1. After delivery, store all materials off the ground, covered, and in such a manner as to ensure proper ventilation and drainage and to protect against damage and the weather. Maintain wood at the maximum moisture levels indicated in Materials Section.
2. Keep all material clearly identified with all grade marks legible; keep all damaged material clearly identified as damaged, and separately store to prevent its inadvertent use. Do not allow damaged or otherwise non-complying material to be provided.
3. Use all means necessary to protect Work and materials of all other sections.
4. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the County's Representative and at no additional cost to the County.
5. Stack and protect material to prevent twisting, bending, checking, and other damage.

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PART 2 – PRODUCTS

2.1 MATERIALS

A. Sawn Lumber:

1. Lumber (Wood): Meet requirements of following minimum grades. All grades to WCLIB Grading Rules #17. Species shall be Douglas Fir - Larch

Item	Sizes	Grade	Max. Moisture Content @ Initial Use (percent)	Notes
Studs	2x	No. 1	19	
Plates	2x	No. 1	19	See Wood Treatment
Ledgers	2x	No. 2	19	See Wood Treatment
Ledgers	3x, 4x, 6x	No. 1	19	See Wood Treatment
Nailers	2x	No. 2	19	See Wood Treatment
Nailers	3x, 4x, 6x	No. 1	19	See Wood Treatment
Blocking	2x, 3x	No. 2	19	See Wood Treatment
Stripping	4x, 6x	No. 2	19	
Furring	2x, 3x, 4x, 6x	No. 2	19	

2. At initial use shall be that point at which nails, screws, bolts, split rings, shear plates or other fasteners or the holes for said fasteners are placed in the wood.
3. All sawn lumber is assumed to be enclosed in the dry building envelope in the final service condition, unless noted otherwise, and free to dry to moisture content less than 19 percent.
4. The Contractor shall provide whatever means necessary, including site drying to ensure that the moisture contents above are not exceeded.
5. Any wood adjacent to wet conditions such as sinks and eyewash units shall be pressure treated moisture resistant wood.

B. Rough Hardware Fastenings and Connections: All types including bolts, lag screw, nails, spikes, screws, washers and other rough hardware, of kinds that may be purchased and that require no further fabrication, shall be provided for all finish and rough carpentry and shall conform to 1991 NDS Standards and dimensions.

1. Exposed nails shall comply with ASTM A123 and CBC 2318A.3.4 if hot-dipped galvanized or fabricated of copper, stainless steel, or brass. All nails used into pressure-treated lumber shall be hot dipped galvanized per ASTM A123, brass, copper, or stainless steel.
2. Only common wire nails or spikes shall be used unless noted otherwise on the Drawings. Penetration of nails or spikes shall be one-half the length of the nail or spike into the piece receiving the point. However to connect pieces 2 inch in thickness, 16d nails shall be used unless noted otherwise. Bore holes for nails wherever necessary to prevent splitting. Use finish or casing nails for finish work. Box nails and sinker nails are not permitted. Vinyl coating is permitted on common nails. Exposed nails shall comply with CBC 2318A.3.4.

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3. Bolts: Bolts shall conform to ASTM A307, grade A, Hex Head of sizes indicated. Holes shall be 1/16 inch larger than bolt diameter. Drive fit with washers under nuts. Malleable or plate washers shall be used where bolt heads or nuts bear on wood.
4. Lag bolts: Shall be screwed (not driven) into place. For the shank portion, holes shall be bored the same depth and diameter as shank. For threaded portion, holes shall be between 60 percent to 75 percent of the shank diameter. Tighten all bolts and screws before closing in. Use galvanized bolts wherever indicated. All bolt and lag bolt heads to be hex head where exposed. Bolts shall conform to ANSI/ASME B18.2.7, Hexagonal heads, unless noted otherwise.
5. Washers: Washers for bearing against wood shall be provided under all bolt heads and nuts. Malleable iron or steel plate having an area equal to 16 times the area of bolt or lag screw. Steel washers shall have a thickness not less than one-tenth (1/10) the length of the washer's longest side. Malleable iron washers shall have a bearing surface for the nut or head equal in diameter to not less than the long diameter of the nut or head.
6. Powder Driven Fasteners: Tempered steel pins with special corrosive resistant plating or coating. Pins shall have guide washers to accurately control penetration. Fastening shall be accomplished by low-velocity piston-driven power activated tool. Pins and tools shall be as manufactured by Hilti Fastening Systems or equal. See Drawings for size, type and embedment.
7. Expansion Bolts: Hilti Fastening Systems, Kwik-Bolt - 3 Concrete Expansion Anchors, or equal.
8. Fabricated Metal Timber Framing Connectors: Fabricate from hot-dipped galvanized steel. Connectors shall be punched for nailing and bolting. Nails and nailing shall conform to the manufacturer's instructions with a nail provided for each punched hole. Types as noted on Drawings. As manufactured by Simpson Strong Tie Co., or equal. All connectors must have specific ICBO approval.

2.2 FABRICATION

A. Lumber:

1. All lumber shall be air or kiln-dried to the maximum moisture content indicated in Materials Section.
2. Furnish S4S unless otherwise noted.
3. Size to conform with rules of governing standard. Sizes shown are nominal unless otherwise noted.

B. Wood Treatment:

1. Preservative Treatment: The treating process and results thereof shall meet AWWA Standards as indicated in CBC Section 2304A.3.
2. After treatment and prior to shipping, air or kiln-dry lumber to maximum 19 percent moisture content.
3. All treated wood shall bear the manufacturer's preservative treated trademark and/or the stamp of an independent inspection agency operating under the overview of the ALSC.

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4. The amount of preservative to be injected into the wood shall be as recommended by the manufacturer for each situation.
 5. All wood in contact with concrete or masonry shall be preservative treated. Any wood adjacent to wet conditions such as sinks and eyewash units shall be pressure treated moisture resistant wood.
 6. Apply 2 coats of same preservative used in original treatment to cut surfaces and bored holes.
- C. Fire Treatment: All wood shall be identified with a UL Label certifying the required classification. The treating process and results thereof shall meet UBC Standard 23-5 as applicable in all above ground weather protected locations. Contractor shall submit the treater's design and fastener values for treated wood for approval by County's Representative. See CBC Section 2304A.5 for fire rated location requirements. Fire treat any penetrations of blocking at the hallway walls.

2.3 SOURCE QUALITY CONTROL

- A. Grade Mark each piece of lumber. Marking must be done by recognized agency.
1. Douglas Fir shall bear WCLIB grade stamp.
 2. Pressure treated Douglas Fir shall bear the quality mark of an independent inspection agency operating under the overview of the ALSC. Cuts and holes shall be pre-treated before final placement.
- B. Wood Sheathing: Each panel shall be legibly identified as to type, grade and species by APA grade. If plies are spliced, the slope of the scarf shall not be steeper than one-to-eight (1:8). White pockets will not be permitted in face plies.

PART 3 – EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection:
1. Prior to all Work of this Section, carefully inspect the Work of all other sections and verify that all such Work is complete to the point where this Work may properly proceed.
 2. Verify that rough carpentry may be performed in strict accordance with the original design and all pertinent codes and regulations.
- B. Discrepancies: In the event of discrepancy, immediately notify the County's Representative. Do not proceed with Work in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 WORKMANSHIP

- A. General: All rough carpentry shall produce joints true, tight, and well nailed with all members assembled in accordance with the Drawings and with all pertinent codes and regulations.

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- B. Selection of Lumber Pieces: Carefully select all members. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making proper connections. Cut out and discard all defects, which will render a piece unable to serve its intended function.
- C. Lumber may be rejected by the County's Representative, whether or not it has been provided in place, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- D. Shimming: do not shim any framing component.
- E. Care shall be taken that notching and boring of members is in strict conformance with the Drawings and that there are no over-cuts.

3.3 FASTENING

- A. Nailing: Except as otherwise indicated on Drawings or specified, all nailing shall be as required by CBC Table No. 23A-II-B-1 Nailing Schedule.
 - 1. Nails or Spikes shall be common wire unless noted otherwise. Penetration of nails or spikes shall be one-half the length of the nail or spike into the piece receiving the point. However, to connect pieces 2 inches in thickness, 16d nails shall be used unless noted otherwise.
 - a. Bore holes for nails wherever necessary to prevent splitting.
 - b. Use finish or casing for finish Work.
 - c. Use of nailing guns must be approved by County's Representative. Submittal of literature on guns and nails is required. Nails provided with nail guns shall not penetrate into the outer plies deeper than hand nailing.
- B. Bolts: Bolts shall be sizes indicated. Holes for bolts shall be 1/16 inch larger than the bolt. Drive fit with washers under nuts. Malleable or plate washers shall be used. Cut washers are not permitted. Lag screws shall be screwed (not driven) into place. The shank, holes shall be bored the same depth and diameter as the shank. For threaded portion, holes shall be between 60 percent and 75 percent of the shank diameter. Tighten all bolts and screws before closing in.
- C. Framing Devices: As specified under Products, sizes as indicated. Use half-length nails where required.

3.4 FRAMING AND ROUGH CARPENTRY

- A. Blocking shall be same thickness and width of studs or joists unless shown otherwise.
- B. Provide backing for fastening all interior surface applied and recessed applied items or at all wall penetrations.
- C. Solid Wood Backing: Shall be provided for all wall and ceiling finishes and for supporting of fixtures and equipment for all trades, including cabinets, case work, trim,

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applied wall finishes, mechanical equipment and ducting, and electrical equipment.
Coordinate placement of backing and supports with manufacturer or supplier of mounted items.

3.5 MISCELLANEOUS HARDWARE

- A. All other hardware indicated or required but not specified elsewhere shall be provided hereunder, including appropriate screws or other fastening devices.

3.6 MISCELLANEOUS CARPENTRY WORK

- A. Contractor to provide miscellaneous carpentry Work for all Sections and Divisions of Work identified.
- B. Carefully locate and securely anchor items provided by other trades or under other Sections of these Specifications to the structure or structural framing.
- C. Shoring and Bracing: Shore or brace for temporary support of all Work as required during the construction period.
- D. Temporary Enclosures: Provide and maintain all barricades and enclosures required to protect the Work in progress.
- E. Protect all Work in progress and all Work provided, as well as the Work of all other sections. Any Work damaged as a result of the Work under this Section shall be corrected to its original condition or replaced if directed by the County's Representative at no additional cost to the County.

3.7 MISCELLANEOUS WORK

- A. All miscellaneous Work and materials not otherwise specified or included under other Sections of these Specifications shall be provided hereunder.
- B. Provide all items under other Sections specified, which relate to the rough carpentry Work.

3.8 TEMPORARY BRACING DURING CONSTRUCTION

- A. The Contractor shall provide all temporary bracing required during the demolition and modernization Work required in the plans. All bracing and hanging of Work shall be the responsibility of the Contractor.

END OF SECTION 061000

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SECTION 062000 FINISH CARPENTRY

PART 1 - GENERAL

1.1 SCOPE

- A. Finish carpentry and millwork items shown as on the drawings, as well as patching or replacement of existing finish carpentry affected by the Work.
- B. Hardware and attachment accessories.

1.2 RELATED SECTIONS

- A. Section 061000 Rough Carpentry
- B. Section 064100 Casework
- C. Section 079200 Joint Sealants
- E. Section 081400 Wood Doors
- F. Section 099100 Painting

1.3 REFERENCES

- A. APA - American Plywood Association.
- B. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. FS FF-B-561 - Bolts, (Screw), Lag.
- D. FS FS-B-588 - Bolt, Toggle: and Expansion Sleeve, Screw. PS 1 Construction and Industrial Plywood.
- E. WIC Woodwork Institute of California; Manual of Millwork and all amendments and bulletins.

1.4 SUBMITTALS

- A. Submit in accordance with Section 01334 Shop Drawings, Product Data and Samples.
- B. Submit fully detailed shop Drawings of millwork items, which are not fully detailed on Project Drawings, to the County's Representative. Include appropriate WIC certified Compliance Grade Stamp and manufacturer's number on shop Drawings. Shop Drawings shall be prepared in accordance with Section 11 "Millwork Shop Drawings," of the WIC Manual of Millwork.
- C. Submittals: For wood products, provide evidence of compliance with standards endorsed by the Forest Stewardship Council and as follows:

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1. Indicate certified status of forest of origin.
2. Indicate chain of custody from forest of origin through manufacturing and fabrication. Submit prior to fabrication and installation.
3. Wood products for which acceptable documentation is not submitted will be rejected and their removal required at the sole expense of the contractor providing such material.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery, storage, and handling of finish carpentry and millwork shall be in accordance with applicable requirements of WIC Manual of Millwork, Section - General Information.

1.6 JOB MEASUREMENTS

- A. Take as necessary for proper fitting. Report discrepancies between Drawings and field dimensions to the County's Representative before fabrication.

PART 2 - PRODUCTS

2.1 MATERIALS

A. GENERAL

1. Lumber shall bear the grade and trademark of the association under whose rules it is produced, and a mark of mill identification. Lumber shall be of sound stock, thoroughly seasoned, kiln-dried to a moisture content not exceeding 19 percent and surfaced 4 sides, except as specifically designed for items hereinafter.
2. Architectural woodwork materials for transparent finish shall be clear, select, plain sliced Birch, conforming to the Wood Institute of California, WIC Quality Standards for Premium Grade.
3. Solid stock hardwood for exposed paint finish shall be from clear, select, plain sawn stock Natural Maple conforming to WIC Quality Standards for Custom Grade.
4. Plywood for exposed paint finish shall be a paint grade, unselected, rotary cut Maple or Birch veneered plywood, veneer or lumber core, conforming to WIC Quality Standards for Custom Grade.
5. Backup for laminated plastic finishes shall be particle board, cabinet grade, high-density (45 pounds per cubic foot minimum), uniform density throughout entire thickness, Western Pine particles, smooth surface, Commercial Standard CS236
6. Materials and workmanship for laminated plastic and transparent finished cabinet, casework, and architectural woodwork shall be "Premium Grade" in conformance with WIC Quality Standards. Materials and workmanship for paint finished shall be "Custom Grade" in conformance with same quality standards.
7. 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.

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8. Workmanship: Produce joints which are true, tight, and well nailed with all members assembled in accordance with the Drawings. Jointing and fastening:
 - a. Make joints to conceal shrinkage; miter exterior joints; cope interior joints; miter or scarf end-to-end joints.
 - b. Provide trim in pieces as long as possible, jointing only where solid support is obtained.
 - c. Provide items straight, true, level, plumb, and firmly anchored in place.
 - d. Where blocking or backing is required, coordinate as necessary with other trades to ensure placement of required backing and blocking in a timely manner.
 - e. Nail trim with finish nails of proper dimension to hold the member firmly in place without splitting the wood.
 - f. Nail exterior trim with galvanized nails, making joints to exclude water and setting in waterproof glue or the sealant described in Section 079200 Joint Sealants of these Specifications.
 - g. On exposed Work, set nails for putty.
 - h. Screw, do not drive, wood screws; except that screws may be started by driving and then screwed home.

2.2 WOOD PRODUCTS

- A. All wood and wood products shall originate in certified well-managed forests. Preference shall be given to wood and wood products originating in certified well-managed forests located within a 500-mile radius of the project. Preference also shall be given to wood and wood products manufactured and/or assembled within a 500-mile radius of the project. All tropical rainforest species used shall be “lesser-known species” alternatives originating in certified well-managed forests. In no case shall wood species appearing in the Convention on International Trade in Endangered Species of Wild Flora and Fauna (CITES) list of endangered species be used in this project.

2.3 DEFINITIONS

- A. Certified Well-Managed Forests: for the purposes of this section, certified well-managed shall be determined by standards endorsed by the Forest Stewardship Council (FSC). The term FSC-certified wood may be used in reference to this material. Only evidence of certification issued through programs accredited by the Forest Stewardship Council shall satisfy this requirement.
- B. Lesser-known species are wood species with equivalent or better performance specifications than “conventional” species. Use of lesser-known species extends the forest resource and adds commercial value, effectively increasing the useful product-per-acre and reducing the rate of incursion into the forest.

2.4 EXCEPTIONS

- A. In the case of concrete forms, the use of previously used non-certified wood shall be acceptable, as it serves to reduce the overall wood consumption by this Project and, therefore, reduces the overall burden of this Project on forest resources.

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- B. Where it is not possible to source FSC-certified wood for a given line item, non-certified wood may be substituted, subject to the prior approval of the County's Representative. However, in no case shall non-certified wood originate in forest areas of high conservation value or in endangered ecoregions.

2.5 MISCELLANEOUS INTERIOR MILLWORK

- A. Conform to WIC, Section 11. Except as otherwise shown or specified, use Douglas Fir or Paint Grade Hardwood.

2.6 ROUGH HARDWARE

- A. Provide all items of rough hardware, nails, bolts, screws, and other fasteners as required to complete the Work.
 - 1. Nails: Nails for interior trim and finish shall be galvanized finishing nails. Nails for exterior Work shall be standard types, common wire or box nails, suitable for the purposes, hot-dip galvanized. No vinyl sinkers.
 - 2. Screws: Wood screws, where required, shall be nonferrous flathead type for counter-sinking. Screws where heads will be exposed shall be brass or bronze.
 - 3. Bolts: Standard steel hexagonal-head machine bolts with matching nuts and malleable iron washers, or carriage bolts with square nuts and cut washers as indicated or required. Bolts, nuts, and washers shall be hot-dip galvanized in accordance with ASTM A153.
 - 4. Lag Bolts and Screws: Galvanized, conforming to Federal Specification FF-B-561.
 - 5. Toggle Bolts: Galvanized, conforming to Federal Specification FF-B-588.
 - 6. Concrete Anchors: Where anchors are not included in concrete construction, anchors shall be galvanized screws or bolts with standard expansion-shield type concrete anchors, such as Phillips "Red Head" Concrete Anchors as manufactured by Phillips Drill Co., "Wej-It" Concrete Anchors as manufactured by Wej-It Expansion Products, Inc., or equal, of sizes and types required.

2.7 FABRICATION

- A. Standards of Manufacture: Fabrication and workmanship shall conform to "Economy" Grade requirements of WIC Manual of Millwork, Sections 7 through 12, as applicable. Standard wood moldings shall conform to Western Wood Products Association's WP Series, where applicable.
- B. General Requirements: Finish millwork shall be provided to exact dimensions, profiles, and details indicated on the Drawings and shop Drawings. Millwork shall be left in suitable condition for finish as indicated. Interior trim 2 inches wide and over shall be backed out unless indicated otherwise. Exposed edges shall be eased.
- C. Door Frames: Door frames shall be milled to profiles and dimensions indicated on the Drawings. Jambs and head shall be accurately "housed" together and secured with screws and adhesive as required. Finger joints will not be permitted. Stops shall be applied and shall be tongue-and-grooved in jambs and head to prevent light leakage,

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unless otherwise noted.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces and openings are ready to receive Work and field measurements are as shown on shop Drawings.
- B. Verify mechanical, electrical, and building items affecting Work of this Section are placed and ready to receive this Work.
- C. Beginning of Work means acceptance of existing conditions and substrate.

3.2 PREPARATION

- A. Prime paint surfaces of items or assemblies to be in contact with cementitious materials.

3.3 INSTALLATION

- A. Provide Work in accordance with WIC, Section 1, "Installation of Millwork"; for Custom Grade, except as otherwise specified. Use only hot-dip galvanized nails for placement of exterior trim, millwork, and finish carpentry Work. For securing exterior members, face nail with common or box nails, drive flush. Where other anchorage details are indicated, use appropriate rough hardware as hereinbefore specified, hot-dip galvanized.
- B. Make exterior joints to exclude water; set in waterproof glue; or caulking described in Section 079200 Joint Sealants.
- C. Interior millwork and trim shall not be provided until building is thoroughly dry.
- D. Secure interior trim with finishing nails or finish-head screws as required, unless indicated otherwise. Set nails and screws for putty stopping or plugging. Fill, sand smooth and finish.
- E. Paneling: Secure plywood panels with nails spaced as noted on the Drawings.
- F. Hammer or tool marks or marred surfaces will not be acceptable on exposed finished surfaces and, as evidence of inferior workmanship, may be cause for rejection of such Work.
- G. Finish carpentry and millwork shall be provided as indicated on the Drawings, plumb, level, square, true to line, and securely anchored. Nails and screws shall be neatly set, and wood raised in driving of nails and screws shall be sanded smooth. Exterior corner joints shall be mitered. Interior corner joints may be coped. Corners of casing type trim shall be mitered. Where molded members adjoin other molding or plain sections, molded members shall be accurately scribed to other members. Exposed edges shall be eased.
- H. Set wood doorframes plumb, level, and square. Jambs at anchorage points, butts, and

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lock strikes shall have solid backing.

- I. Prepare woodwork provided hereunder by cleaning and sanding as required to receive finishes specified in Section 099100 Painting.

END OF SECTION 062000

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SECTION 076000 FLASHING AND SHEET METAL

PART 1 – GENERAL

1.1 SCOPE

- A. Section includes sheet metal flashing and sheet metal Work as detailed within the Drawings.

1.2 RELATED SECTIONS

- A. Section 071354 Thermoplastic Sheet Roofing
- B. Section 079200 Joint Sealants.
- C. Section 099100 Painting.

1.3 SUBMITTALS

- A. Submit shop drawings in accordance with Section 013323 Shop Drawings, Product Data and Samples. Submitting specific plates from SMACNA manual constitutes acceptable documentation of placement.
- B. Describe material profile, jointing pattern, jointing details, fastening methods, and placement details. All Work to meet or exceed SMACNA standards or as detailed whichever is more restrictive.

1.4 REFERENCES

- A. ANSI/ASTM B32 – Solder Metal
- B. ASTM A653 – Steel Sheet, Zinc Coated, (Galvanized) by the Hot-Dip Process
- C. FS SS-C-153 – Cement, Bituminous, Plastic
- D. NAAMM – Metal Finishes Handbook
- E. SMACNA – Architectural Sheet Metal Manual

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal wrapped for protection and marked to facilitate identification.
- B. Stack preformed and prefinished material to prevent twisting, bending, or abrasion, and to provide ventilation.
- C. Prevent contact with materials during storage that may cause discoloration, staining, or damage.

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- D. Store and handle in protective wrapping until ready for use.
- 1.6 PROJECT CONDITIONS

- A. Field Measurements: Before fabricating sheet metal, verify shapes and dimensions of surfaces to receive sheet metal.

PART 2 – PRODUCTS

2.1 PRODUCTS

- A. Galvanized steel sheet: ASTM A 653, G 90, commercial quality, hot-dip galvanized, mill phosphatized for painting at all locations.

- 1. Sheet Metal flashings shall be 20 gauge galvanized steel sheet conforming to ASTM A653, G90 Coating Designation, predrilled for fastener holes.

- B. Miscellaneous materials and accessories as follows:

- 1. Solder: ASTM B 32, Grade Sn50.

2.2 FABRICATION

- A. Field-fabricate only those items that cannot be fabricated in the shop.
- B. Fabricate products in conformance with the SMACNA referenced standard, and National Roofing Contractors Association (NRCA) Manual.
- C. Form sections true to shape, accurate in size, square and free from distortion or defects.
- D. Form pieces in longest practical lengths.
- E. Form sheet metal to fit snugly and without sharp edges.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Contractor shall verify all conditions and surfaces are satisfactory for the placement of sheet metal for compliance with manufacturer's requirements. Notify County's Representative in writing of any conditions detrimental to proper and timely completion.

3.2 INSTALLATION

- A. Comply with Manufacturer's instructions and SMACNA's "Architectural Sheet Metal Manual", allow for thermal expansion; set true to line and level as indicated. Provide Work with laps, joints, and seams permanently watertight; conceal fasteners where possible.

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3.3 SEALED JOINTS

- A. Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.

3.4 SEAMS

- A. Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.

3.5 SEPARATIONS

- A. Separate noncompatible metals or corrosive substrates with a coating of asphalt mastic or other permanent separation as recommended by manufacturer.

3.6 CLEAN-UP

- A. Perform continuous clean-up as necessary to avoid slipping and tripping hazards.

END OF SECTION 076000

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SECTION 079200 JOINT SEALANTS

PART 1 - GENERAL

1.1 SCOPE

- A. Section includes joint sealants and backing materials as necessary at intersections of dissimilar materials.

1.2 RELATED SECTIONS

- A. Section 013323 Shop Drawings, Product Data and Samples
- B. Section 033000 Cast-In-Place Concrete
- C. Section 062000 Finish Carpentry
- D. Section 071354 Thermoplastic Sheet Roofing
- E. Section 076000 Flashing and Sheetmetal
- F. Section 081400 Wood Doors
- G. Section 083100 Access Doors
- H. Section 092116 Gypsum Board Assemblies
- I. Section 097750 Fiberglass Reinforced Panels
- J. Section 099100 Painting
- K. Section 102800 Toilet Accessories

1.3 SUBMITTALS

- A. Submit in accordance with Section 013323 Shop Drawings, Product Data and Samples.
- B. Product data from Manufacturer's for each joint sealant product required, including instructions for joint preparation and joint sealant application. Provide material safety data sheets (MSDS) for all materials. Contractor will be required to maintain 1 set of MSDS on site.
- C. Certificates from Manufacturers of joint sealants attesting that their products comply with Specification requirements and are suitable for the use indicated.
- D. Compatibility and adhesion test reports from elastomeric sealant Manufacturer indicating that materials forming joint substrates and joint sealant backings have been tested for compatibility and adhesion with joint sealants include sealant Manufacturer's

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interpretation of test results relative to sealant performance and recommendations for primers and substrate preparation needed to obtain adhesion.

- E. Product test reports for each type of joint sealants indicated evidencing compliance with requirements specified.
 - 1. Any joint sealants used in any rated walls/floors/ceilings or roofs shall be listed and approved by the County's Representative and the California State Fire Marshal.
- F. Manufacturer's certifications that products supplied comply with local regulations controlling use of volatile organic compounds (VOC's)
- G. Provide color samples of each material intended for use. The County's Representative will choose from the Manufacturer's standard color line.
- H. Letter from the Manufacturer that the provider is approved by the Manufacturer to provide the products proposed.
- I. Provide examples of 3 projects completed in the last 3 years with similar scopes of Work completed by the provider, include a reference person and a phone number.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an installer with not less than 5 years of successful experience in providing of joint sealant systems similar to those required for this Project and which is acceptable to the Manufacturer of the primary materials. Installer shall have successfully completed within the last 3 years at least 3 joint sealant applications similar in type and size to that of this Project.
- B. Single-Source Responsibility: Provide sealants produced by and approved by the Manufacturer of finish coatings.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in the Manufacturer's original, unopened packages, and containers with Manufacturer's name and label and the following information.
 - 1. Material name
 - 2. Product description
 - 3. Manufacturer's name, stock number and date of manufacture
 - 4. Application instructions
 - 5. Handling instructions and precautions
- B. Store materials in sealed containers as recommended by the Manufacturer.
 - 1. Maintain containers and storage area in a clean condition, free of foreign materials.

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2. Remove oily rags and waste daily.
3. Conform to any additional recommendations of the Manufacturer regarding storage and handling.

1.6 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with placement of joint sealants under the following conditions.
 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant Manufacturers.
 2. When joint substrates are wet due to rain, frost, condensation or other causes.
- B. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Dow Corning Corp.
- B. Pecora Corp.
- C. General Electric
- D. Vista Paint Corporation
- E. Kelly-Moore Paint Co.
- F. SIKA Corporation
- G. W.R. Grace
- H. Or equal.

2.2 MATERIALS GENERAL

- A. All Purpose Sealants
 1. "Vista 55 Year Urethane Caulking" as manufactured by V.P.C.
 2. "1127 Kel-Seal Gun Grade, 1 part Urethane Sealant" as manufactured by Kelly Moore Paint Co., Inc.
 3. SIKAFLEX – 15LM elastomeric sealant as manufactured by SIKA Corporation.
 4. Or equal
- B. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with 1 another and with joint substrates under conditions of service and

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application, as demonstrated by sealant Manufacturer based on testing and field experience.

- C. Colors: White or clear.

2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant Manufacturer based on field experience and laboratory testing.
- B. Plastic Foam Joint Fillers: Preformed, compressible, resilient, non-extruding strips of flexible, non-off-gassing plastic foam of material indicated below, non-absorbent to water and gas.
 - 1. Closed-cell polyethylene foam shall be used for cold-applied sealants only.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant Manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Contractor shall verify all existing conditions and surfaces on which sealants will be applied for compliance with Manufacturer's requirements. Notify the County's Representative in writing of any conditions detrimental to proper and timely completion.

3.2 PREPARATION

- A. Surface Cleaning Joints: Clean out joints immediately before providing joint sealers to comply with recommendations of joint sealant Manufacturer's and the following requirements
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant including dust, paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant Manufacturer; old joint sealers; oil; grease; waterproofing; water repellents; water; surface dirt and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form release agents from concrete.

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4. Clean metal and other nonporous surfaces by chemical cleaners or other means that are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealant Manufacturer based on pre-construction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant Manufacturer's recommendations. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.
 - C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint sealant.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant Manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Provide joint-fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of provided sealants relative to joint widths, which allow optimum sealant movement capability.
 1. Do not leave gaps between ends of joint-fillers.
 2. Do not stretch, twist, puncture or tear joint fillers.
 3. Remove absorbent joint fillers, which have become wet prior to sealant application and replace with dry material.
- C. Provide bond breaker tape between sealants and joint-fillers, compression seals or back of joints where adhesion of sealant to surfaces at back of joints would result in sealant failure.
- D. Placement of Sealants: Provide sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as Work progresses by methods and with cleaning materials approved by Manufacturer's of joint sealants and of products in which joints occur.

3.5 PROTECTION

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- A Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage.

END OF SECTION 079200

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SECTION 081400 WOOD DOORS

PART 1 – GENERAL

1.1 SCOPE

- A. Provide wood doors as indicated on the Drawings and as specified.

1.2 RELATED SECTIONS

- A. Section 061000 Rough Carpentry
- B. Section 062000 Finish Carpentry
- C. Section 079200 Joint Sealants
- D. Section 087100 Door Hardware
- E. Section 092116 Gypsum Board Assemblies
- F. Section 099100 Painting
- G. Section 101400 Signage

1.3 SUBMITTALS

- A. Submit Product Data and shop drawings for each type of door and frame specified. Submit in accordance with Section 013323 Shop Drawings, Product Data and Samples. See Section 099100 Painting for submittals on door and frame finishes as well.
- B. See Section 099100 Painting for submittals on the door finishes as well.
- C. Warranty. See article 1.6 Warranty.

1.4 QUALITY ASSURANCE

- A. References and Standards (latest Edition unless noted otherwise):
 - 1. Commercial Standards - Solid wood construction, premium grade, solid block core - five ply, Type A with Type I adhesive.
 - 2. California Building Code Std. 7-2, Fire Tests of Door Assemblies.
 - 3. National Woodwork Manufacturers Association (NWMA):
 - a. "Industry Standard for Hardwood Veneered."
 - b. "Machining Flush Doors for Hardware".
 - 4. Woodwork Institute of California Manual of Millwork (WICMM) Section 20.

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1.5 DELIVERY, STORAGE, AND PROTECTION

- A. Delivery, storage, and handling of wood doors shall be in accordance with applicable requirements of W.I.C. Section 1 - General Information.
- B. Protect doors with resilient packaging, sealed with heat shrunk plastic. Break seal on site to permit ventilation.

1.6 WARRANTY

- A. Provide a written guarantee for wood doors and pressed metal frames against all defects in materials and workmanship, including without limitation against warping and delamination for 2 years from the date of acceptance. Refer to Section 017800 Close-Out Submittals.

PART 2 – PRODUCTS

2.1 DOORS

- A. Doors shall conform with the Drawings and Door Schedule; for size, thickness, and type indicated; manufactured in accordance with applicable requirements of W.I.C. Section 20, Custom Grade.
- B. Pre-fit doors to frames and premachine for hardware.
- C. W.I.C.; Type A-5 ply construction.
- D. Reinforce doors for hardware scheduled under Section 087100 Door Hardware.
- E. Solid Core Flush Veneered Interior Doors Face Veneers: NWMA "Good" Grade, or to match existing in appearance. Finish shall be as specified in Section 099100 Painting.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Provide doors in accordance with applicable requirements of W.I.C. Section 1 installation instructions for wood doors.
- B. Machine cut relief for hinges and closers and coring for handsets and cylinders.
- C. Trim door width by cutting equally on both jamb edges, to a maximum of 3/16 inch.
- D. Trim door height by cutting equally on top and bottom edges to a maximum of 3/4 inch.
- E. Pilot drill screw and bolt holes.

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- F. Prepare doors to receive finish hardware in accordance with W.I.C. requirements.
- G. Conform to W.I.C. requirements for fit tolerances.
- H. Fit wood doors accurately in pressed metal frames, within clearances specified in ANSI/SDI 100.

3.3 ADJUST AND CLEAN

- A. Adjust for smooth and balanced door movement.
- B. Cleaning/Finishing: Upon completion, clean all exposed surfaces, removing any discoloration or foreign matter. Touch up or repair abraded or cut areas and exposed edges with finishing material recommended by the Manufacturer. Touch-up and repair shall not be obvious.
- C. Final Adjustments: Check and readjust operating finish hardware just prior to final inspection. Leave Work in complete and proper operating condition.
- D. Defective Work: Remove and replace defective Work, including doors which surfaces cannot be satisfactorily "touched-up", are hinge bound, warped, bowed or otherwise damaged, as directed by the County's Representative, at no additional cost to the County.
- E. Protect provided Work against damage from other construction.

END OF SECTION 081400

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SECTION 083100 ACCESS DOORS

PART 1 - GENERAL

1.1 SCOPE

- A. Section includes lockable access doors and frames for walls and ceilings. Provide access doors at all locations needing access to mechanical equipment, HVAC controls or valves, at plumbing controls and valves above ceilings and inside walls, at locations requiring access to electrical junction boxes, and to fire alarm equipment.

1.2 RELATED SECTIONS

- A. Section 061000 Rough Carpentry
- B. Section 079200 Joint Sealants
- C. Section 092116 Gypsum Board Assemblies
- D. Section 099100 Painting
- E. Division 22 Plumbing

1.3 REFERENCES

- A. Code of Federal Regulation (CFR)
 - 1. 29 CFR 1910.7 Definitions and Requirements for a Nationally Recognized Testing Laboratory (NRTL)
 - 2. Nationally Recognized Testing Laboratory (NRTL)
 - 3. CBC, 2010 edition.

1.4 SUBMITTALS

- A. Submit in accordance with Section 013323 Shop Drawings, Product Data and Samples.
- B. Submit product data for each product being used.
- C. Include sizes, types, finishes, scheduled locations, details of adjoining Work, and manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Larsen's Manufacturing Company (Sierra Babcock Davis/Nystrom Inc.)
- B. J.L. Industries

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C. Milcor Limited Partnership

D. Or equal.

2.2 ACCESS UNITS

A. Larsen's Manufacturing Company; "L-FRAP;" and "L-DWC"

B. J.L. Industries; "FD-keylock" and "WB;"

C. Or equal

2.3 FABRICATION

A. Sixteen gauge cold rolled steel frame with 1 inch wide exposed flange and 20 gauge cold rolled steel door at all interior dry locations. At all exterior locations access panels shall be 16 gauge #304 stainless steel.

B. Weld, fill, and grind joints to assure flush and square unit.

C. Hardware: flush continuous steel piano hinges (stainless steel continuous piano hinges at access panels in any area or room with water).

D. All units shall be closed and lockable by common screwdriver.

E. Units shall be fire rated to the wall or ceiling rating in which they are being placed.

F. All units shall be delivered prime painted for dry locations and wrapped stainless steel for all exterior locations or interior wet locations such as restrooms and janitor closets.

2.4 FINISH

A. Stainless steel in any area or room that has water or where unit is subject to being wet. Stainless steel units shall not be primed or painted.

B. Galvanized with primer for non-wet areas including ceilings not located in wet areas primed for painting.

2.5 SIZE

A. Units shall be sized as follows for walls and ceilings:

1. Ceiling / Soffit Access panels to service unit ventilators: Minimum 24 inches by 30 inches
2. Access panels for single Valves: 12 inch by 12 inch.
3. Access panels for multiply valves: 16 inch by 16 inch.
4. Sizes for mechanical controls and dampers shall be 18 inch by 18 inch.
5. Minimum size access door for human access into attic areas shall be 24 inches x 24 inches.

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PART 3 - EXECUTION

3.1 FABRICATION

- A. Verify that rough openings for door and frame are correctly sized and located. Verify that all solid blocking is in place prior to commencing Work.
- B. By beginning the Work of this Section, Contractor indicates acceptance of existing conditions as suitable for receiving the Work of this Section, and warrants same.

3.2 INSTALLATION

- A. Provide frame plumb and level in wall and ceiling openings. Provide 3 by blocking in all access hatch locations necessary for placement of the units. Verify rough opening size required by application.
- B. Position to provide convenient access to concealed Work requiring access. Verify desired swing of door.
- C. Secure rigidly in place in accordance with manufacturer's instructions.
- D. Paint non stainless steel access doors, at all locations. The color to match the adjacent surface that the access door is located within. Stainless steel access doors shall not be painted. Provide phenolic labels on all access doors identifying item behind door (i.e., HW shut off valve).

END OF SECTION 083100

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SECTION 087100 DOOR HARDWARE

PART 1 - GENERAL

1.1 SCOPE

- A. This Section includes providing factory fabricated and finished door hardware systems at doors to be provided.
- B. These shall include but are not limited to hinges, locksets, stops, bumpers, silencers, card readers, door operators and closers, and kick plates for a complete and operational door hardware system.

1.2 RELATED SECTIONS

- A. Section 081100 Metal Doors and Frames
- B. Section 081400 Wood Doors
- C. Section 099100 Painting

1.3 SUBMITTALS

- A. Submittals shall be in accordance with Section 013323 Shop Drawings, Product Data and Samples.
- B. Submit Product Data, Shop Drawings and Samples of all hardware items, showing each required finish from each manufacturer (for acceptance of color and texture only).
- C. Submit final hardware schedule organized by hardware sets, to indicate specifically the product to be provided for each item required on each door.
 - 1. Provide templates as required for hardware preparation.
- D. Provide keying schedule for approval by the County's Representative.
- E. Warranty. See article 1.4 Guarantee.

1.4 GUARANTEE

- A. Provide to the County's Representative a written guarantee for all hardware against all defects in materials and workmanship for 2 years from the date of acceptance except for the overhead closers, which require a 10 year warranty against Manufacturer's defects and workmanship. Refer to Section 017800 Close-out Submittals.

1.5 QUALITY ASSURANCE

- A. For fire-rated openings, provide hardware tested and listed by UL or FM (NFPA Standards 80).

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- B. Provide templates to each fabricator of doors and frames as required for hardware preparation.

1.6 FIELD VERIFICATION

- A. Contractor shall field verify existing steel frames and wood doors to be provided all hardware setbacks, door thicknesses, hardware assembly types (mortise or cylinder) prior to submitting the hardware schedule.

PART 2 - PRODUCTS

2.1 NUMBER DESIGNATIONS

- A. Numbers indicating hardware items are ANSI/BHMA standard number designations.
- B. Abbreviations shall be as follows:

1. Hager	(H)
2. Von Duprin	(V)
3. Schlage	(S)
4. Ingersoll Rand LCN	(L)
5. Ives	(I)
6. Elmes	(EI)
7. Baldwin	(BN)
8. Corbin & Russwin	(CR)
9. Brookline	(BE)
10. Pemko	(P)
11. Trimco	(T)

2.2 FINISH AND BASE MATERIAL DESIGNATIONS

- A. Finish and base material designations are indicated in accordance with ANSI/BHMA A156.18 or the nearest traditional U.S. commercial finish.
 - 1. Provide Schlage 626 Satin Chrome finish or equal on all hardware.

2.3 BUTTS

- A. Manufacturer shall be Hager, full mortise hinges BB1279 steel with steel pin, McKinney, or equal.
 - 1. Provide, unless otherwise noted, full-mortise ball bearing hinges (3 per door).
 - 2. The entire length of the hinge pin shall be circumferenced with a continuous machined surface.
 - 3. Swaging of the hinge leaf shall not be in contact with the hinge pin.
 - 4. All hinges shall have 5 knuckles.
 - 5. All ball bearings shall be completely concealed without the use of ferrules or sleeves.
 - 6. All bearings and raceways shall be stainless steel.
 - 7. All screws shall be stainless steel or silicone bronze.

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8. Butt size, weight, and quantity shall be in accordance with requirements established for door size, weight, and frequency of use. A minimum of
 - a. 4-1/2 inch by 4-1/2 inch size shall be used and not less than 3 per door.
 - 1) All butts shall be non-removable pins (NRP) at all locations.

2.4 LOCKSETS/ LATCHSETS

- A. Manufacturer shall be Schlage, or equal (no known equal). Hardware to be Schlage L9000.
 1. Mortise: Heavy duty type locksets and systems with latch bolt, with lever handles, and UL listed and labeled. Do not use interchangeable core design.
 2. All locksets shall have lever handles, and shall operate in both the up and down directions. Lever handles shall be zinc core construction.
 3. Strikes: Wrought box strikes with extended lip for latch bolts. Provide dust-proof strikes for foot bolts.
 4. Equip locks with temporary 6 pin tumbler construction cylinders and keys. Provide 5 sets of construction keys to the County's Representative. Upon acceptance of the spaces, the County will provide permanent keys and lock cylinders to replace the construction cylinders. Construction lock cylinders will be returned to the Contractor.
 5. The finished keying system shall be provided by the County's Representative.

2.5 CLOSERS

- A. Manufacturer 'Ingersoll-Rand' LCN 4110 at "push side" (LCN 4010 at "pull side") or equal (no known equal).
 1. Preference by County is for the exclusive use of Parallel arm Series 4010/4110 closers at all locations. Use only standard arm closers where approved by the County's Representative.
 2. All closers shall be non-sized to provide a full range (1 to 4) closing power for all sizes, according to BHMA product standards (ANSI 156.4-1986, Table I) and shall be listed in BHMA Certified Products Directory to provide minimum closing force required to properly latch the doors. For barrier-free applications, closer spring power shall be adjustable to provide less than 5 pounds opening force for doors 36 inches to 48 inches wide.
 3. All closers shall utilize temperature stable fluid capable of withstanding temperature ranges of 120 degrees Fahrenheit to -30 degrees Fahrenheit without requiring seasonal adjustment of closer speed to properly close the door.
 4. High strength cast iron construction
 - a. Test to ANSI/BHMA A156.4 test requirements by BHMA certified testing laboratory.
 5. Closers shall be fully hydraulic and shall have full rack and pinion action with a shaft diameter of 11/16 inch and piston diameter of 1-1/2 inches.
 6. At parallel-arm closer locations, provide units 1 size larger than recommended for standard-arm units.
 - a. All parallel arm closers shall incorporate 1 piece solid forged steel stud shoulder bolts and shall be incorporated in regular and hold open arms.

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7. Closer shall utilize full complement bearing at shaft to provide greatest load carrying capabilities of the shaft. Closer pressure shall be adjustable.
8. Pinion and pistons shall be hardened regardless of size, to provide durable wearing surfaces.
9. For hydraulic regulation, the closer shall incorporate tamper resistant, non-critical screw valves of v-slot design to reduce possible clogging from particles inside the closer.
10. Closers shall have separate and independent screw valve adjustments for latch speed, general speed, and hydraulic backcheck. Backcheck shall be properly located so as to effectively slow the swing of the door at a minimum of 10 degrees in advance of the dead stop location to protect the doorframe and hardware from damage.
11. All other closers to have forged steel main arms for durability and esthetics for versatility of trim accommodation, high strength, and long life.
12. Built-in stop arms or cush stop arms are not acceptable.
13. Provide Manufacturer's 10 year warranty against manufacturing defects and workmanship.
14. Closers shall be hand specific on the door on which they are installed.
15. Closers utilizing pressure relief valves will not be accepted.

2.6 EXIT DEVICES

- A. Manufacturer Von Duprin Series 98 or equal.
 1. All devices must be ANSI A156.3, 2001, Grade 1 certified and have a 3 year manufacturer's warranty.
 2. No vertical rod or concealed rod devices will be accepted, only rimmed devices with keyed removable mullions.
 3. Bronze or stainless steel, plated or finished only, aluminum or brass are not acceptable. Moving parts made of die-cast pot or white metals are not acceptable.
 4. All moving parts shall be easily removable for repair and maintenance, moving parts that are riveted or swaged in place are not acceptable.
 5. All wide stile devices must be dead latching latch bolts to ensure safe and secure opening.
 6. All devices shall use durable compression spring design. Devices, latches, trim or controls, incorporating tension springs are not acceptable.
 7. Lever trim shall be of wrought construction and designed with a breakaway feature, intended to minimize repair costs due to damage from vandalism.
 8. All devices must be inspected by a factory service technician at the completion of the project to ensure proper adjustment and operation. The service technician shall submit a written report to the County's Representative, the Contractor, and the hardware supplier upon completion of the inspection.
 9. The entire length of the push bar shall act as one piece.
 10. Exit devices shall incorporate a dampener type mechanism to decelerate the pushbar on its return stroke eliminating noise associated with the device's operation.
 11. End cap shall have a three point attachment to the door.

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2.7 STOPS AND BUMPERS

A. Manufacturers

1. Ives
2. Glynn Johnson
3. Trimco
4. Baldwin
5. Or equal

B. Stops shall be solid or forged bronze; wrought is not acceptable.

1. Floor type: Ives FS436, Glynn Johnson, or equal.
 - a. Provide gray rubber exposed resilient parts, fastened by a pin or screw that goes through the rubber and seats into metal on the opposite side.
 - b. Finish exposed metal to match hardware.
 - c. Size and mount units indicated or, if not indicated, to comply with Manufacturer's recommendations for the exposure condition.
2. Wall Type: Ives WS406/WS407, Glynn Johnson, or equal.
 - a. Provide gray rubber exposed resilient parts, fastened by a pin or screw that goes through the rubber and seats into metal on the opposite side.
 - b. Finish exposed metal to match hardware.
 - c. Size and mount units indicated or, if not indicated, to comply with Manufacturer's recommendations for the exposure condition. Reinforce the substrate as recommended.
 - e. Provide backing within stud wall for all wall mounted stops
3. Hinge Type: Trimco 1240 CVPV, Ives, Baldwin, or equal.
 - a. Provide gray rubber exposed resilient parts.
 - b. Finish exposed metal to match hardware.
 - c. Size and mount units indicated or, if not indicated, to comply with Manufacturer's recommendations for the exposure condition. Reinforce the substrate as recommended.

2.8 SILENCERS

A. Manufacturers

1. Trimco, model number 1229A.
2. Ives, model number SR64.
3. Or equal

B. Provide silencers on all interior doors, unless smoke seal (silencers not permitted for fire rated openings) or weatherstripping is provided.

1. Single doors: 3on each stop and at strike side of the frame.

2.9 SMOKE AND WEATHER DOOR SEALS

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- A. Manufacturers
 - 1. Pemko, model number S88, S44W
 - 2. Ives
 - 3. Or equal

- B. Provide on all exterior doors

2.10 ARMOR, KICK, AND MOP PLATES

- A. Manufacturers

- 1. Baldwin
- 2. Brookline
- 3. Or equal

- B. Fabricate protection plates not more than 1-1/2 inches less than door width on stop side and not more than 1/2 inch less than door width on pull side, times the height indicated.

- 1. Material: Stainless steel, 1/16 inch minimum thickness, bevel all 4 sides.

2.11 FASTENERS AND ANCHORS

- A. Provide finish hardware with necessary screws, bolts or other fasteners of suitable type and size to securely anchor hardware for long life under heavy use. The following guidelines should be adhered to for fasteners and anchors:

- 1. Finish on exposed portions of fasteners and anchors shall match finish of item being fastened.
- 2. Sex bolts, toggle bolts, or other approved anchors shall be provided according to material to which hardware is applied. Provide sex bolts at closers on wood doors.
- 3. Exposed screws shall have Vandal resistant style heads.
- 4. Use machine screws for hardware applied on metal.
- 5. Hardware fastened to concrete or masonry shall be provided with machine screws and Star type double expansion shields, or for screw sizes less than 1/4 inch, fasten with wood screws and Phillips red head plastic anchors, Fastway extruded vinyl anchors or Star plastic anchors, or equal. Lead shields or tampins shall not be used.

2.12 DOOR BOTTOM – SHOES

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A. Manufacturers

1. Pemko, Model 213VA
2. Hager, Model 7745
3. Or equal

B. Provide door shoes at fire rated door bottoms.

C. Door shoes shall be continuous along entire bottom edge of door with anchorage per manufacturer to the interior face or bottom of door. Contractor shall coordinate clearances required for adequate contact without binding of the door throughout full range of swing.

D. Gasket material shall be for heavy duty use and allow for replacement without alterations to the door. Finishes shall be consistent with all hardware, as noted within this Section.

2.13 THRESHOLDS

A. Manufacturers

1. Pemko
2. Ives
3. Or equal

B. All thresholds shall have a reinforcing center leg. Single length for each opening – ends must be cut to jamb profile.

2.14 KNOX BOX

A. The Contractor shall request the Knox Box for the County's Representative, who will deliver the box to the site. The box shall be placed by the Contractor within 2 feet of the front door at 4 to 5 above grade, confirm the exact location prior to installation with the County's Representative.

PART 3 – EXECUTION

3.1 HARDWARE

A. Provide all hardware in strict accordance with specific manufacturer's recommendations. Screws shall be screwed, not driven into place. Finish Hardware shall be set to meet accessibility codes throughout the building. Hinge size and placement shall be as indicated. Lockset placement shall meet all accessibility codes. Set finish hardware at the following heights.

1. Door Levers: Center 38 inches above finished floor.
2. Push and Pull Plates: Center 38 Inches above finished floor.
3. Top Hinge: Top 7 inches below head of frame.
4. Bottom Hinge: Bottom 11 inches above finished floor.
5. Center Hinge: Equal distance between top and bottom hinges.

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- B. As required during progress of Work, remove and reset doors and hardware for Work specified in other Sections.
- C. Blocking: Provide solid blocking in walls for wall bumpers, closers, strikes and stops. Repair wall to match adjacent finishes.

3.3 COMPLIANCE

- A. Provide each hardware item to comply with manufacturer's instructions and recommendations, and shall meet approval of the County's Representative.

3.4 HARDWARE ADJUSTMENT

- A. Return to Project one month after Notice of Completion, and adjust hardware to proper operation and function. Provide to County's Representative instructions for proper maintenance and adjustment.
- B. Check each operating item of hardware and each door to ensure proper operation or function of every unit. Lubricate moving parts with lubrication type recommended by the manufacturer (graphite type if no other is recommended). Replace units, which cannot be adjusted and lubricated to operate freely and smoothly as intended for the application made.

3.5 CLEAN-UP

- A. Remove all manufacturer's protective packaging and clean all hardware of foreign material.

3.6 HARDWARE SCHEDULE

- A. Provide hardware for hardware sets as listed on Drawings and herein. The following sets and types of hardware are required. Contractor shall make own take-off and be responsible for correctly identifying all doors bearing identical door type marks. Hardware for a complete Project is required, whether specifically mentioned or not. Hardware numbers refer to underlined manufacturers.
- B. County Standards: Schlage L9000 Series mortise Locksets and Latches, or equal (no known equal) to match existing, field verify. All hardware to be ADA/CCR Lever type. Modification of hardware listed below shall be approved by County's Representative.

GROUP 1 – Exterior Door (1, 5) - Hollow Metal Doors

1-1/2 pr.	Butts	BB1279 4-1/2 x 4-1/2 626 NRP	(H)
1 ea.	Mortise Lockset w/ panic	L9060P-03-626 w/ Armored Front	(S)
1 ea.	Strike	10-091	(S)
1 ea.	Overhead Closer	4110 Parallel x 626	(L)
1 ea.	Door Shoe	2113-V-A	(P)
1 ea.	Kickplate	12 inch high	(BN)
1	Weather Seals		(P)
1 ea.	Cont. Threshold	172A	(P)
1	Door Bell		

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GROUP 2 – Exterior Door (2, 4, 6) – Hollow Metal Doors

1-1/2 pr.	Butts	BB1279 4-1/2 x 4-1/2 626 NRP	(H)
1 ea.	Panic hardware on interior no hardware on exterior side	L9060P-03-626 w/ Armored Front	(S)
1 ea.	Strike	10-091	(S)
1 ea.	Overhead Closer	4110 Parallel x 626	(L)
1 ea.	Door Shoe	2113-V-A	(P)
1 ea.	Kickplate	12 inch high	(BN)
1	Weather Seals		(p)
1 ea.	Cont. Threshold	172A	(P)

GROUP 3 – Interior Door (3) – Wood Door

1-1/2 pr.	Butts	BB1279 4-1/2 x 4-1/2 626 NRP	(H)
1 ea.	Mortise Lockset	L9060-03-626	(S)
1 ea.	Strike	10-091	(S)
1 ea.	Overhead Closer	4110 Parallel x 626	(L)
3 ea.	Door Silencers	1229A	(T)
1 ea.	Kickplate	12 inch high	(BN)

GROUP 4 – Interior Door (7, 14) – Wood Doors

1-1/2 pr.	Butts	BB1279 4-1/2 x 4-1/2 626 NRP	(H)
1 ea.	Mortise Lockset	L9080-03-626	(S)
1 ea.	Strike	10-091	(S)
1 ea.	Kickplate	12 inch high	(BN)
3 ea.	Door Silencers	1229A	(T)
1 ea.	Door Stop – hinge model		(T)

GROUP 5 – Interior Door (8, 9) – Wood Doors

1-1/2 pr.	Butts	BB1279 4-1/2 x 4-1/2 626 NRP	(H)
1 ea.	Mortise Lockset	L9050-03-626	(S)
1 ea.	Strike	10-091	(S)
3 ea.	Door Silencers	1229A	(T)
1 ea.	Door Stop – wall model		(I)

GROUP 6 – Interior Door (10, 11) – Wood Doors

1-1/2 pr.	Butts	BB1279 4-1/2 x 4-1/2 626 NRP	(H)
1 ea.	Mortise Privacy Lockset	L9050-03-626	(S)
1 ea.	Strike	10-091	(S)
1 ea.	Overhead Closer	4110 Parallel x 626	(L)
1 ea.	Kickplate	12 inch high	(BN)
3 ea.	Door Silencers	1229A	(T)
1 ea.	Door Stop – wall model		(I)

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GROUP 7 – Interior Door (13, 19) – Wood Doors

1-1/2 pr.	Butts	BB1279 4-1/2 x 4-1/2 626 NRP	(H)
1 ea.	Mortise Lockset	L9050-03-626	(S)
1 ea.	Strike	10-091	(S)
1 ea.	Kickplate	12 inch high	(BN)
3 ea.	Door Silencers	1229A	(T)
1 ea.	Door Stop – hinge model		(T)

GROUP 8 – Interior Door (12) – Wood Door

1-1/2 pr.	Butts	BB1279 4-1/2 x 4-1/2 626 NRP	(H)
1 ea.	Mortise Lockset	L9060-03-626	(S)
1 ea.	Strike	10-091	(S)
1 ea.	Overhead Closer	4110 Parallel x 626	(L)
1 ea.	Kickplate	12 inch high	(BN)
3 ea.	Door Silencers	1229A	(T)
1 ea.	Door Stop – wall model		(I)

GROUP 9 – Interior Door (15, 16, 17, 18) – Wood Doors

1-1/2 pr.	Butts	BB1279 4-1/2 x 4-1/2 626 NRP	(H)
1 ea.	Mortise Latchset	L9010-03-626	(S)
1 ea.	Strike	10-091	(S)
1 ea.	Kickplate	12 inch high	(BN)
3 ea.	Door Silencers	1229A	(T)
1 ea.	Door Stop – wall model		(I)

END OF SECTION 087100

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SECTION 092116 GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.1 SCOPE

- A. This Section includes the following gypsum board assemblies:
 - 1. Gypsum Board Assemblies for provided walls.

1.2 RELATED SECTIONS

- A. Section 061000 Rough Carpentry
- B. Section 079200 Joint Sealants
- C. Section 081400 Wood Doors
- D. Section 083100 Access Doors
- E. Section 096500 Resilient Flooring and Base
- F. Section 097750 Fiberglass Reinforced Panels
- G. Section 099100 Painting
- H. Section 101400 Signage

1.3 SUBMITTALS

- A. Submit product data for each product specified including all accessories in accordance with Section 013323 Shop Drawings, Product Data and Samples.

1.4 QUALITY ASSURANCE

- A. Comply with Federal Specification SS – L – 30b and ASTM C36.67.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products by one of the following:
 - 1. Gypsum Board and Related Products
 - a. United States Gypsum Co.
 - b. National Gypsum Co.; Gold Bond Building Products Division.
 - c. Georgia-Pacific Corp.
 - d. Domtar Gypsum.
 - e. Or equal.

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B. Materials

1. Gypsum board products: Types indicated in maximum lengths available that will minimize end-to-end butt joints in each area indicated to receive gypsum board application.
2. Gypsum wallboard: ASTM C 36, in thickness indicated.
 - a. Type: Regular for vertical surfaces, unless otherwise indicated 5/8 inch thick type "X".
 - b. Type: Sag-resistant type for ceiling or horizontal surfaces, 5/8 inch thick type "X".
3. Accessories for interior applications: Cornerbead, edge trim, and control joints complying with ASTM C 1047, formed metal or plastic, with metal complying with the following requirement:
 - a. Steel sheet zinc coated by hot-dip process or rolled zinc.
4. Joint treatment materials: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of gypsum products and of joint treatment materials for each application indicated.
 - a. Joint tape for gypsum board: Paper reinforcing tape, unless otherwise indicated.
 - 1) Use pressure-sensitive or staple-attached, open-weave, glass-fiber reinforcing tape with compatible joint compound where recommended by manufacturer of gypsum board and joint treatment materials for application indicated.
5. Setting-type joint compounds for gypsum board: Factory-packaged, job-mixed, chemical-hardening powder products formulated for uses indicated.
 - a. For prefilling gypsum board joints, use formulation recommended by gypsum board manufacturer.
 - b. For topping compound, use sandable formulation.
6. Drying-type joint compounds for gypsum board: Factory-packaged vinyl-based products complying with the following requirements for formulation and intended use.
 - a. Ready-mixed formulation: Factory-mixed product.
 - b. Job-mixed formulation: Powder product for mixing with water at Project site.
 - 1) Taping compound formulated for embedding tape and for first coat over fasteners and face flanges of trim accessories.
 - 2) Topping compound formulated for fill (second) and finish (third) coats.
 - 3) All-purpose compound formulated for both taping and topping compounds.

C. Miscellaneous materials: Provide auxiliary materials for gypsum board construction that comply with referenced standards and recommendations of gypsum board manufacturer.

1. Spot grout: ASTM C 475, setting-type joint compound recommended for spot-grouting hollow metal door frames.
2. Fastening adhesive for metal: Special adhesive recommended for laminating gypsum panels to steel framing.
3. Steel drill screws complying with ASTM C 1002 for the following applications:

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- a. Fastening gypsum board to steel members less than 0.033 inch thick.
 - b. Fastening gypsum board to wood members.
 - c. Fastening gypsum board to gypsum board.
4. Steel drill screws complying with ASTM C 954 for fastening gypsum board to steel members from 0.033 to 0.112 inch thick.
 5. Foam gaskets: Closed-cell vinyl foam adhesive-backed strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit metal stud size indicated.

PART 3 - EXECUTION

3.1 GENERAL

- A. Provide framing, blocking, and bracing at all gypsum board assemblies and as necessary to support casework, equipment, trims, furnishings, or similar construction.
- B. Gypsum Board shall be provided as indicated on the Drawings, as herein specified and in accordance with the manufacturer's recommendations.

3.2 GYPSUM BOARD APPLICATION AND FINISHING STANDARDS

- A. Provide gypsum panels to comply with ASTM C 840 and GA-216.
 1. Grout hollow metal doorframes.
 2. Form control and expansion joints at locations indicated and as detailed, with space between edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels.
 3. Isolate perimeter of non-load bearing gypsum board partitions at structural abutments, except floors, as detailed. Provide 1/4 to 1/2 inch wide spaces at these locations and trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
 4. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.
 5. Space screws a maximum of 12 inches on center for vertical applications.
 6. Space fasteners in panels that are tile substrates a maximum of 8 inches on center.

3.3 PROVIDING TRIM ACCESSORIES

- A. For trim accessories with back flanges, fasten to framing with the same fasteners used to fasten gypsum board. Otherwise, fasten trim accessories according to accessory Manufacturer's directions for type, length, and spacing of fasteners.
 1. Provide corner bead at external corners.
 2. Provide edge trim where edge of gypsum panels would otherwise be exposed. Provide edge trim type with face flange formed to receive joint compound, except where other types are indicated.

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- a. Provide LC-bead where gypsum panels are tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
- b. Provide L-bead where edge trim can only be provided after gypsum panels are provided.
- c. Provide U-bead at exposed panel edges.
- d. Provide control joints according to ASTM C 840 and manufacturer's recommendations and in specific locations approved by County's Representative for visual effect.

3.4 FINISHING GYPSUM BOARD ASSEMBLIES

- A. Treat gypsum board joints, interior angles, flanges of cornerbead, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.
 1. Pre-fill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.
 2. Apply joint tape over gypsum board joints, except those with trim accessories having flanges not requiring tape.
 3. Apply joint tape over gypsum board joints and to flanges of trim accessories as recommended by trim accessory manufacturer.
 4. Allowable Tolerances: Deviation from plumb or level shall not exceed 1/8 inch within 10 feet in any direction, as determined with a 10 foot straight edge.
 5. Finish gypsum board to a Level 4 finish per the Gypsum Association.

3.5 CERTIFICATION

- A. Upon completion of lead backed gypsum board material, manufacturer shall supply a certificate of compliance stating that all materials have been produced in accordance with this specification. Contractor shall supply a certificate of compliance stating that all materials have been placed in accordance with this specification and the Drawings.

END OF SECTION 092116

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SECTION 096500 RESILIENT FLOORING AND BASE

PART 1 – GENERAL

1.1 SCOPE

- A. Provide materials and perform labor required to execute the Work as indicated on the Drawings, as specified, and as required to complete the Contract, including, but not limited to the following:
 - 1. Preparation of substrate surfaces.
 - 2. Resilient vinyl composition tile flooring and rubber base at locations per Drawings.

1.2 RELATED SECTIONS

- A. Section 013323 Shop Drawings, Product Data and Samples
- B. Section 061000 Rough Carpentry
- C. Section 092116 Gypsum Board Assemblies

1.3 SUBMITTALS

- A. Submit product data under provisions of Section 013323 Shop Drawings, Product Data and Samples
- B. Submit MSDS sheets for all adhesives.
- C. Color samples.
- D. Letter from the Manufacturer certifying for the County's Representative that no product, nor the application of the products contains asbestos or any hazardous materials.
- E. Warranty, see article 1.7 Warranty.

1.4 REFERENCES

- A. Vinyl Composition Tile: FS SS-T-312, ASTM F970, ASTM E84- Class B rating with smoke density of 150-200.
- B. Rubber Base: FS SS-W-40a, Type I, Styles A & B. / ASTM E84-Class B rating with smoke density of 150-200.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain minimum 70 degrees Fahrenheit air temperature for product and at areas for 3 days prior to, during, and for 24 hours after completion.

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- B. Ventilation: It is imperative that the Contractor provides adequate ventilation during all Work involving application of new materials under this Section.
- C. Store materials in conditioned area of application. Allow 3 days for material to reach equal temperature as the area to be floored.
- D. All adhesives, mastics and primer materials shall comply with Solano-Yolo Counties Air Quality Management District Rules 2.33 & 2.13 and County Standards for low VOC emitting, no formaldehyde release, asbestos free, water resistant, requirements.

1.6 HEALTH AND SAFETY

- A. All coatings shall be certified by Manufacturer (in MSDS) to contain no chemicals listed in California Proposition 65 effective January 1, 1988: Chemicals known to contain cancer, reproductive toxicity or asbestos materials shall be rejected and immediately removed from the job site.
- B. Coatings shall be stored in enclosed structures to protect them from weather and excessive heat or cold.
- C. Flammable materials shall not be stored at the job site without written permission of the County's Representative.
- D. The Contractor shall provide a letter of certificate to the County's Representative that no product or material used in this Section contain asbestos of any type or in any form.

1.7 WARRANTY

- A. Provide to County a written guarantee for resilient flooring base against all defects in materials and workmanship for 2 years from the date of acceptance. Refer to Section 017800 Close-Out Submittals.

1.8 STOCK MATERIAL

- A. Contractor shall provide "attic stock" of tiles and base for County's Representative to store for future repair Work. Quantity shall be at least 1 unopened container of each type, pattern and color used. Deliver to County's Representative at final inspection of Project.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Flooring: 12 inches by 12 inches by 1/8 inch size, asbestos free, through chip color. Conform to FS SS-T-312.
 - 1. Vinyl Floor Tile manufacturers:
 - a. Mannington Essentials
 - b. Armstrong Excelon Imperial Texture Multicolor

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- c. Marmoleum Tile
 - d. Or equal
 2. Static Load Limit: 75.
 3. Ref. Spec: Type IV, Composition 1
 4. ASTM E84 Flame Spread: 25 or less.
 5. Slip Resistance: Static coefficient of slip resistance in excess of 0.6 per ASTM D2047 for level surfaces.
 6. Flooring tile shall match existing floor tile where being used adjacent to existing as infill following structural Work or demolition Work.
- B. Base: Conform to FS SS-W-40, Type I, rubber; topset cove, 6 inches and 4 inches high as indicated on drawings; 1/8 inch thick including pre-molded end stops and external corners.
 1. Manufactured by
 - a. Burke Flooring Products,
 - b. Roppe
 - c. Or Equal.
 2. Inside and outside corners shall be provided with 3 inch wings.
- C. Color: To be chosen by the County's Representative from the Manufacturer's Standard and/or custom colors.
- D. Mastic
 1. The mastic, adhesives and primers for the base must be approved for use by the manufacturer of the base material that is utilized on this Project. The adhesive must also be low VOC emitting compliant with no formaldehyde release and asbestos-free. Adhesives must comply with the Yolo-Solano Air Quality Management District Rule 2.33 and 2.13 and other applicable agency rules.

PART 3 – EXECUTION

3.1 PREPARATION

- A. All surfaces shall be free of all laitance, form release agents, curing agents, oil, grease and other penetration contaminates. Fins, projections, loose concrete, dirt dust particles and all previous coatings shall be completely removed to leave only a sound firmly bonded substrate.
- B. Begin ventilation of the space immediately upon opening of any adhesive or cleaning product. Do not commence Work until ventilation system is operational. Substrates shall be in full accord with the manufacturer's recommendations before starting of the Work.

3.2 INSTALLATION

- A. Vinyl Tile Floor Covering shall be provided in strict accordance with the manufacturer's instructions. Lay tile close and flat with straight, unbroken joint lines in both directions. The tile pattern shall match existing flooring patterns.

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1. Where laying tile adjacent to existing tile, Contractor shall match existing joint lines of tile.
 2. Where laying tile in rooms as an isolated flooring system without any adjacent or existing tile the Contractor shall lay tile from a center mark so that all cut tiles at opposite ends of room are of equal width and with no tile cut less than 1/2 tile size.
 - a. Provide edging or reducing strips at all exposed unprotected edges of material not otherwise protected so that top of strip is at same level as top of flooring.
 - b. Flooring shall pass beneath or abutt thresholds.
 - c. Any door openings between spaces having different types of flooring at which no threshold occurs shall have the change of material made under the door in closed position.
 - d. Spread only enough adhesive to permit application of materials before initial set.
 - e. Set flooring in place and press with heavy roller to obtain full adhesion.
 - f. Provide tile in square grid pattern with all joints aligned. Allow minimum half, full size tile width at perimeter.
 - g. Resilient Flooring shall extend to wall under all cabinets, casework, guardrails, and handrails.
 - h. Resilient Flooring shall be scribed tight to columns, walls, wing walls, and curved design elements.
 - i. Provide edging strips wherever tile terminates at an opening, where there is an unprotected edge or a change in material. Top of strips shall be set flush with the top of the tile flooring.
 3. Seat all units firmly into adhesives. Joints shall be tight, straight and inconspicuous.
 4. Finish Work shall be free of buckles, cracks, breaks, waves and projecting edges, and shall be neatly fitted to projections. Apply edging or reducing strips at exposed edges of material not otherwise protected so that top of strip is at same level as top of flooring.
- B. Rubber Base: provide on all base surfaces including around cabinets and other standing equipment, unless otherwise indicated.
1. Complete setting of all flooring materials prior to commencing base Work. Set all specified bases in adhesive as recommended by the manufacturer, thoroughly coated and firmly set so that lower edge of cove fits tightly against flooring. All joints in bases including those at any preformed corners shall be plumb, flush, tight, and inconspicuous. Seat top and back of base firmly against the wall. Interior corners shall be mitered and tightly fitted.
 2. Any base area 24 inches or less in total length shall be provided in 1 piece except corners. Performed end stops less than 6 inches in total length will not be permitted.
 3. Lay base tight to wall leaving no gaps or voids.
 4. Exercise care to prevent staining of adjacent surfaces.
 5. Miter internal corners. Use pre-molded sections for external corners and exposed ends.

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6. Provide base on solid backing. Adhere tightly to wall and floor surfaces. Scribe and fit to doorframes and other obstructions.
7. Provide straight and level to variation of plus or minus 1/8 inch over 10 feet.

3.3 CLEANING

- A. Immediately upon completion of floor covering in a room or area, floors and adjacent surfaces shall be dry cleaned with approved cleaners to remove surplus adhesive and other soiling. Floors shall not be washed for at least 5 days after completion, at which time they shall be washed with an approved non-alkaline cleaning solution, rinsed thoroughly with clear, cold water, and given 2 coats of wax of a type approved by the manufacturer. All wax shall be a slip resistant type of the County's Representative approved wax.
 1. After each wax coat, floors shall be buffed to an even luster with an electric polishing machine.
 2. Remove excess adhesive from floor, base, and wall surfaces without damage.
 3. Clean finished base with warm soapy water for approval by the County's Representative.
 4. Continue to ventilate until all noticeable fumes are gone.
- B. Protection: Immediately after the completion of the floor covering and waxing operations, cover floor covering with clean heavy-duty building paper and 1/2 inch particle board taped in all areas used as passageways by workmen and areas subject to floor damage because of subsequent construction operations.
- C. Defective Work: Remove and replace any defective Work, such as damaged or loose materials which cannot be properly cleaned or reset, as directed by the County's Representative, at no additional cost to the County.

END OF SECTION 096500

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SECTION 096813 CARPETING

PART 1 – GENERAL

1.1 SCOPE

- A. Provide carpeting as indicated on the Drawings, as specified, and as required to complete the Contract.

1.2 RELATED SECTIONS

- A. Section 013323 Shop Drawings, Product Data and Samples
- B. Section 033000 Cast-In-Place Concrete
- C. Section 096500 Resilient Flooring and Base

1.3 SUBMITTALS

- A. Submit product data under provisions of Section 013323 Shop Drawings, Product Data and Samples
- B. Submit MSDS sheets for all adhesives.
- C. Samples.
- D. Letter from the Manufacturer certifying for the County's Representative that no product, nor the application of the products contains asbestos or any hazardous materials.
- E. Warranty, see article 1.7 Warranty.

1.4 REFERENCES

- A. The Carpet and Rug Institute CRI 104/105 as guidelines for placement.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain minimum 60 degrees Fahrenheit air temperature for product and at areas for 3 days prior to, during, and for 24 hours after completion.
- B. Ventilation: It is imperative that the Contractor provides adequate ventilation during all Work involving application of materials under this Section.
- C. Store materials in conditioned area of application. Allow 3 days for material to reach equal temperature as the area to be carpeted.

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- D. All adhesives, mastics and primer materials shall comply with Mono Counties Air Quality Management District Rules 2.33 & 2.13 and County Standards for low VOC emitting, no formaldehyde release, asbestos free, water resistant, requirements.

1.6 HEALTH AND SAFETY

- A. All coatings shall be certified by Manufacturer (in MSDS) to contain no chemicals listed in California Proposition 65 effective January 1, 1988: Chemicals known to contain cancer, reproductive toxicity or asbestos materials shall be rejected and immediately removed from the job site.
- B. Coatings shall be stored in enclosed structures to protect them from weather and excessive heat or cold.
- C. Flammable materials shall not be stored at the job site without written permission of the County's Representative.
- D. The Contractor shall provide a letter of certificate to the County's Representative that no product or material used in this Section contain asbestos of any type or in any form.

1.7 WARRANTY

- A. Provide to County a written guarantee for carpeting against all defects in materials and workmanship for 5 years from the date of acceptance. Refer to Section 017800 Close-Out Submittals.

1.8 STOCK MATERIAL

- A. Contractor shall provide "attic stock" of carpet tiles and base for County's Representative to store for future repair Work. Quantity shall be at least 1 unopened container of each type, pattern and color used. Deliver to County's Representative at final inspection of Project.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Carpeting:
 - 1. Provide carpet tiles by The Mohawk Group, or equal: Bigelow line, color to be selected by the County's Representative from the basic line from samples submitted by the Contractor.
 - 2. Grounding: Integrally constructed for dispersion of static electricity to below level of human sensitivity (2500 – 3000 volts) per CRI Test for Determining Static Propensity of Carpets. Surface applied grounding is not acceptable.
- B. Filler: White premix latex as recommended by the Manufacturer.
- C. Primer and Adhesive: as recommended by the Manufacturer for this situation.

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- D. Rubber Base: See Section 096500 Resilient Flooring and Base

PART 3 – EXECUTION

3.1 PREPARATION

- A. Do not place until the building is completely closed and all wet operations have been completed.
- B. Maintain a minimum temperature of 60 degrees throughout the build prior to placement of the carpet.
- C. Examine conditions of work in place prior to beginning work; report any defects to the County's Representative before beginning work.
- D. Take field measurements and report any variances between the plans and the field conditions, to the County's Representative.
- E. Deliver carpet to the job site with manufacturer's register number tags attached and intact. Submit tags and any accompanying sample cut from each bale to the County's Representative.
- F. Protect adjacent surfaces from damage.
- G. Confirm that floor areas to receive carpet are smooth, broom clean and dry prior to beginning placement.

3.2 INSTALLATION

- A. Provide in conformance with referenced standards, manufacturer's written directions, as shown and as specified.
- B. Secure carpet to the floor with adhesive.
- C. True cut edges and treat to form invisible, non-raveling joints where exposed.
- D. Provide rubber transition strips at changes in floor coverings.

3.3 CLEANING

- A. Keep premises free of accumulated waste and rubbish. Upon completion, thoroughly clean and vacuum exposed surfaces per manufacturer's instructions.
- B. Protection: Immediately after the completion of the floor covering, cover floor covering with clean heavy-duty building paper and 1/2 inch particle board taped in all areas used as passageways by workmen and areas subject to floor damage because of subsequent construction operations.

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- C. Defective Work: Remove and replace any defective Work, such as damaged or loose materials which cannot be properly cleaned or reset, as directed by the County's Representative, at no additional cost to the County.

END OF SECTION 096813

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SECTION 097750 FIBERGLASS REINFORCED PANELS

PART 1 - GENERAL

1.1 SCOPE

- A. This Section describes the requirements for providing fiberglass reinforced plastic panels according to manufacturer's recommendations at locations indicated on Drawings. Fiberglass Reinforced Panels (FRP) shall be used for wall finishes over water resistant gypsum board.

1.2 RELATED SECTIONS

- A. Section 013323 Shop Drawings, Product Data and Samples
- B. Section 079200 Joint Sealants
- C. Section 092116 Gypsum Board Assemblies

1.3 SUBMITTALS

- A. Submit under provisions of Section 013323 Shop Drawings, Product Data and Samples. Provide 5 copies of each item requested. Submit samples of each type of panel, each type of trim and fasteners.
- B. Manufacturer's Installation Guide #6211.
- C. Product Data and MSDS sheets for each material and trim used.
- D. Provide the manufacturers' certification that products containing VOC's meet all local regulations and County Standards controlling the use of VOC's.

1.4 QUALITY ASSURANCE

- A. Provide panels and moldings only from the Manufacturer specified to ensure warranty and color harmonization of accessories.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery of Materials: Package sheets on skids or pallets for shipment to Project site.
- B. Storage of Materials: Store panels in a dry place at the Project site.
- C. Handling: Remove foreign matter from face of panel by use of a soft bristle brush, avoiding abrasive action.

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1.6 PROJECT CONDITIONS

- A. Panels, with the shipping materials and banding removed, should be allowed to acclimate to room temperature for a minimum of 24 hours before placement.
- B. During application and for not less than 48 hours before, maintain an ambient temperature and relative humidity within limits required by type of adhesive used and recommendation of adhesive manufacturer.
- C. Provide ventilation to disperse fumes during application of adhesive as recommended by the adhesive manufacturer.

1.7 WARRANTY

- A. Provide to the County's Representative a written guarantee for fiberglass reinforced panels against all defects in materials and workmanship for 2 years from date of acceptance. Refer to Section 017800 Close-out Submittals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Installation Class I (A) Interior Finish. Wall panels shall be full height of wall floor to ceiling as a single piece. Use 48 inch by 120 inch panels by 1 of the following manufacturer's. All FRP shall be fire resistant, Class A.
 - 1. Kemlite Company
 - 2. Or equal
- B. Material requirements
 - 1. Wall panels:
 - a. Kemlite Fire-X Glasbord with Surfaseal fiberglass reinforced plastic panels or equal; Embossed .09 inch Fire-X Glasbord with Surfaseal.
 - b. Underwriters Laboratories (U.L.) Listed – embossed FXI .09 inch only
 - c. Class A Flame Spread of less than 25, Smoke Developed less than 450.
 - d. Barcol Hardness (scratch resistance) of 55 as per ASTM D-2583.
 - e. Panels will exhibit no more than a 0.038 percent weight loss after a 25-cycle Taber Abrasion Test.
 - f. Gardner Impact Strength of 22 in./lbs. per ASTM D-3029.
 - g. FMRC (Factory Mutual Research Center) approved. Subject to the conditions of approval as described in FMRC Report J.I. IV549.AM-embossed FXI .09 inch only.
 - h. Meets USDA/FSIS Requirements.
 - i. ICBO Report Number 4583.
 - j. A means of frontside identification and confirmation of meeting Class I (A) interior finish requirements after application and while in service (without labels) embossed FXI only.

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2. Division Bars, Corner Trim: Panel manufacturer's standard length extruded vinyl pieces; longest length possible to eliminate end joints.
 3. Fasteners: Non-corrosive drive rivets, where recommended by the panel manufacturer.
 4. Moldings: Harmonizing PVC (polyvinyl chloride) moldings shall be: white
- C. Finish
1. FRP panel colors shall be manufacturer's standard color, Class A with pebbled surface or equal.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Examine wall surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails shall be countersunk, joints and cracks filled flush and smooth with the adjoining surface.
1. Replace any drywall to sound surface when existing drywall is damaged. Cut back damaged drywall to solid surface, patch drywall per Section 092116 Gypsum Board Assemblies, at no additional cost to the County.
- B. Do not begin application until wall surfaces are put into satisfactory condition.
- C. Remove all drywall dust. Tapered joints need only a fill and taped coat; a finish coat shall not be applied under the panels.

3.2 APPLICATION

- A. Do all cutting with carbide tipped saw blades or drill bits, or cut with snips.
- B. Using products acceptable to manufacturer, provide the fiberglass reinforced plastic panel system in accordance with panel manufacturer's printed instructions, manufacturer's Installation Guide #6211.
1. Adhesive must be an frp-formulated adhesive. Coverage of 100 percent is required using a crosshatch pattern. Adhesive shall extend to all edges of the panel and should be applied directly to the back of each individual panel.
 2. Fasteners, when recommended by the panel manufacturer, shall be drive rivets. Pre-drill the panel using a drill bit that is 1/8 inch to 1/4 inch larger than the fastener. Drill the holes in the substrate only slightly larger than the fastener. Apply silicone sealant at the hole prior to inserting the fastener. Space fasteners 16 inches on center in each direction with perimeter holes 1 to 1 and 1/2 inches from the panel edges. Stagger the holes on each abutting panel.
 3. Spacing: adequate spacing must be allowed for panel expansion and contraction. On the 4 foot by 8 foot panels a minimum of 1/4 inch is required at the top and bottom of each panel and 1/8 inch between panels.
 4. Placement

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- a. Begin application in a corner, apply silicone in the corner molding groove.
- b. Set the panel true and plumb.
- c. Roll the panel with a laminate roller, beginning at the top corner nearest the molding and rolling down and out towards the edge away from the molding, making certain to remove air pockets.
- d. When fasteners are recommended by the panel manufacturer, provide all fasteners in each panel before beginning the next piece of molding.
- e. Provide division bars, cap, or trim by laying down a bead of silicone in the molding groove and sliding completely onto the panel. Withdraw the molding 1/8 inch to provide proper spacing.
- f. Repeat the process working in 1 direction around the room.
- g. Silicone sealant should be applied in all mouldings and around all panel edges, fasteners, and fixtures to provide a moisture-proof system.
- h. Adhesive residue should be removed immediately.

3.3 CLEANING

- A. Remove any adhesive or excessive sealant from panel face using solvent or cleaner recommended by panel manufacturer.

END OF SECTION 097750

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SECTION 099100 PAINTING

PART 1 - GENERAL

1.1 SCOPE

- A. This Section includes surface preparation and field painting of exterior and interior items and surfaces.
 - 1. Surface preparation, priming, and finish painted coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Paint all exposed surfaces, except where indicated herein that a surface or material is not to be painted. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate materials. If the schedules do not indicate color or finish, the County's Representative will select from standard colors and finishes available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- D. Painting to include all exposed conduit, piping, and exposed cable trays wherever exposed below the ceilings or outside the wall cavity.

1.2 RELATED SECTIONS

- A. Section 055000 Metal Fabrications
- B. Section 062000 Finish Carpentry
- C. Section 076000 Flashing and Sheet Metal
- D. Section 079200 Joint Sealants
- E. Section 081400 Wood Doors
- F. Section 083100 Access Doors
- G. Section 087100 Door Hardware
- H. Section 092116 Gypsum Board Assemblies
- I. Section 220500 Common Work Results for Plumbing
- J. Section 230500 Common Work Results for HVAC

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K. Section 260533 Raceways and Boxes

1.3 SUBMITTALS

- A. Submit product data in accordance with Section 013323 Shop Drawings, Product Data and Samples. Submit product data for each component of the coating system specified.
1. Provide the manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each material proposed for use. Provide Material Safety Data Sheets (MSDS) for all materials.
 2. Identify each material by the manufacturer's catalog number and general classification.
 3. Manufacturer's certifications that products supplied comply with Yolo-Solano Air Quality Management District Rules 2.33 & 2.13 and County Standards for low VOC emitting, no formaldehyde release, asbestos free, water resistant, requirements.
- B. Color Samples
1. Provide 5 sets of 8 inch by 10 inch color brush-outs for each color required.
- C. Warranty. See article 1.5 Guarantee.

1.4 QUALITY ASSURANCE

- A. All Work shall be performed by skilled and experienced installers. All workmanship shall be of a kind and quality meeting the requirements of the best standard recognized practice in interior paintwork.
- B. Single-Source Responsibility: Provide primers, patching materials and undercoat material produced by or as recommended by the same manufacturer as the finish coats. Use only manufacturer's recommended thinners.
- C. Pre-Application Meeting: Contractor shall schedule a meeting prior to paint application for inspection of substrate preparation and application coordination. The meeting shall include the paint manufacturer's representative, the installer, the Contractor and the County's Representative.
- D. Field Samples: Duplicate finishes on prepared samples. Provide full-coat finish samples on at least 100 square feet of surface until the required finishes are obtained.
1. Final acceptance of colors will be from field samples.
 2. The County's Representative will approve the area or surface to represent surfaces and conditions for each type of coating. After finishes are accepted, this area will be used for evaluation of the remainder of the Project.

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1.5 GUARANTEE

- A. Provide a written guarantee for painting against all defects in materials and workmanship, including without limitation against chipping, peeling and fading for 5 years from the date of acceptance. Refer to Section 017800 Close-out Submittals.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packages, and containers with manufacturer's name and label and the following information.

- 1. Material name
- 2. Product description
- 3. Manufacturer's name, stock number and date of manufacture
- 4. Thinning instructions
- 5. Application instructions
- 6. Color name and number
- 7. Handling instructions and precautions

- B. Store materials in sealed containers in a well-ventilated area off the ground and under cover to keep materials dry and prevent exposure to temperatures below 40 degrees Fahrenheit or above 90 degrees Fahrenheit.

- 1. Maintain containers and storage area in a clean condition, free of foreign materials.
- 2. Remove oily rags and waste daily.
- 3. Conform to any additional recommendations of the manufacturer regarding storage and handling.

1.7 PROJECT CONDITIONS

- A. No Work in this Section shall be conducted at surface and air temperatures below 50 degrees Fahrenheit or above 90 degrees Fahrenheit.
- B. Wet surfaces should be allowed to dry for a minimum of 48 hours before proceeding with or continuing the coating operation.
- C. Over spray will be the financial responsibility of the Contractor to remedy.
- D. Allow sufficient drying time between each coat in accordance with manufacturer's specifications and recommendations. Do not apply any coating to any surface not fully dry.

1.8 STOCK MATERIAL

- A. Contractor shall provide attic stock of specified material herein for County's Representative to store for future repair Work. Quantity shall include an amount of 1 each 5 gallon can of each paint type and color used, in unopened cans. Deliver to

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County's Representative at final inspection of Project. Primers are not required to be provided as stock materials.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide 1 of the following products:
 - 1. Vista Paint Corporation
 - 2. Kelly-Moore Paint Co.
 - 3. Dunn Edwards
 - 4. Or equal
- B. Primer and filler coats shall be produced by the same manufacturer.

2.2 MATERIALS

- A. General
 - 1. Material Compatibility: Provide materials, primers, finish coat materials and all other related materials that are compatible with one another and the existing surfaces.
 - 2. Material Quality: Provide the highest quality coating as regularly manufactured by acceptable Manufacturers.
 - 3. Submit proposed material substitutions in accordance with Section 016000 Product Requirements.
- B. Prohibited chemical compounds. The following compounds are prohibited in any priming or painting system.
 - 1. Methylene chloride, (1-1-1 trichloroethane), benzene, toluene, ethylbenzene, vinyl chloride, naphthalene, 1,2-dichlorobenzene, di-phthalate, butyl benzyl, phthalate, di-n-butyl phthalate, di-n-octyl phthalate, diethyl phthalate, dimethyl phthalate, isophorone, antimony, cadmium, hexavalent chromium, lead, mercury, formaldehyde, methyl ethyl ketone, methyl isobutyl ketone, acrolein and acrylonitrile.

2.3 FINISH

- A. Colors
 - 1. Walls: White.
 - 2. Ceilings: White.
 - 3. Doors/ Trims & Corridors: To be chosen by the County's Representative.
 - 4. Exposed Electrical Conduit & Boxes: To match adjacent surface color.
 - 5. Access Doors: To match adjacent surface color

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PART 3 – EXECUTION

3.1 EXAMINATION

- A. Contractor shall verify all existing conditions and surfaces on which coatings will be applied for compliance with manufacturer's requirements, and notify the County's Representative in writing of any conditions are detrimental to proper and timely completion.
 - 1. Do not proceed with applications of coating until unsatisfactory conditions have been corrected.
 - 2. Commencement of coating application will be construed as acceptance of that area.
 - 3. Approvals by County's Representative will be required after:
 - a. Sanding, repair and surface restoration of patches, texturing, spot and full priming.
 - b. Before proceeding with each coat. Do not apply additional coats until each coat has been inspected and accepted.

3.2 COORDINATION

- A. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates.

3.3 PROTECTION

- A. Surfaces that do not receive coatings shall be protected, such as stainless steel products, pre-finished panels and boxes.
- B. Provide for the removal and subsequent reinstallation of surface mounted items where practical. Where not practical, such items shall be protected in place.
- C. Adjoining glass and prefinished metal frames and panels shall be protected in place.

3.4 PREPARATION

- A. Cleaning: Before applying coatings or any other surface treatments, clean all surfaces of substances that could impair the bond of the coatings. Remove all dust, dirt, oil, grease, loose particles, laitance, foreign materials, peeling and aged coatings, and chalk before proceeding.
 - 1. Mildew and moss shall be removed with a solution of detergent and liquid bleach in water, brushed vigorously into surface to insure that all growth is killed and removed. Thoroughly rinse all surfaces with clean water.
 - 2. All ferrous metal is to be cleaned to remove all surface rust or rust scale and primed with appropriate primer.
 - 3. All aluminum or anodized metal is to be solvent cleaned to remove all oxidation or surface contaminants. Thoroughly rinse all surfaces with clean water.

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- B. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already in place that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- C. Material preparation: Prepare and mix all materials according to the manufacturer's specifications.
 - 1. Stir materials before applying and as required during application. Do not stir surface film into the material.
 - 2. Use only thinners approved by the manufacturer and only within recommended limits.
 - 3. Tint each undercoat a lighter shade of the finish color to facilitate identification of each coat.

3.5 SURFACE PREPARATION

- A. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.
- B. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations.
 - 1. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
- C. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- D. Mildew
 - 1. Any materials or surfaces with indication of mildew shall be cleaned to remove all excess mildew materials. Area shall then be primed with 2 coats of "Kilz Sealer" or equal prior to specified primer being applied.

3.6 APPLICATION

- A. Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Paint colors, surface treatments, and finishes are indicated in the schedules.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

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- D. Provide finish coats that are compatible with primers used.
- E. The term “exposed surfaces” includes areas visible when permanent or built-in items are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
- F. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final providing of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
- G. Paint backsides of access panels and removable or hinged covers to match exposed surfaces.
- H. Sand lightly between each succeeding enamel coat.
- I. Apply each coat to surfaces that have been cleaned, pretreated, and prepared for coating as soon as practical after preparation.
 - 1. Allow sufficient drying time between successive coats. Do not apply the next coat until previous coating or surface has dried so it feels firm and is not sticky under moderate thumb pressure.
- J. No peeled paint markings shall show through on the finish coat Work.
- K. Apply coatings evenly free of brush, roller marks, sags, crawls, runs, ropiness and holidays. Protect surfaces not scheduled to be painted from being rolled over or over sprayed during application. Finish coating shall be uniform in coverage and appearance.

3.7 SCHEDULING PAINTING

- A. Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- B. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
- C. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
- D. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.

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3.8 APPLICATION PROCEDURES

- A. Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

3.9 PRIME COATS

- A. Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.

3.10 COMPLETED WORK

- A. Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.11 QUALITY CONTROL

- A. Coatings shall be applied to obtain the minimum dry mil thickness specified. Contractor will be required to apply additional coatings until specified dry mil thickness is obtained. Provide touch-up painting where dry mil testing is performed.
- B. The County's Representative reserves the right to invoke any testing deemed necessary during the Contract.
 - 1. If necessary, County's Representative will engage the use of an independent testing agency. Samples will be taken, identified, sealed and certified in the presence of the Contractor.
 - 2. If test results show materials being used do not comply with the Specifications, the Contractor may be directed to stop Work and remove non-complying materials, pay for testing, and recoat surfaces, at no additional cost to the County.

3.12 CLEANUP

- A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site. Do not clean tools and equipment on County grounds.
- B. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.13 PROTECTION

- A. Protect Work of other Sections, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by the County's Representative.

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3.14 SIGNAGE

- A. Provide "Wet Paint" signs to newly painted finishes. Remove temporary protective wrappings provided under other Sections to Protect Work after the completion of painting operations.
- B. At completion of Work under other sections, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in Painting and Decorating Contractors of America (PDCA) P1.

3.15 INTERIOR PAINTING SCHEDULING

- A. All exposed metal items on surfaces (except items or surfaces not required to be painted) shall be painted to match background or adjacent colors unless color schedule indicates otherwise. Includes but is not limited to exposed electrical and low voltage conduits, hydronic lines, and support hangers. See requirements above for any areas of observed mildew.
- B. Interior Surfaces
 - 1. All interiors to be finished per the Specifications, drawings and approval of the County's Representative. Contractor shall verify products, colors and application with interior finishes schedule prior to commencing Work.
 - 2. Cement Plaster or Drywall (washable): Walls
 - a. Preparation
 - 1) Remove all contaminants that may affect adhesion.
 - b. Full Primer Coat (1.6 – 1.8 dry mils)
 - 1) "4000 Uniprime" as manufactured by Vista Paint Corporation, Fullerton, CA
 - 2) "Chem-Guard Acrylic Primer" as manufactured by Kelly Moore Paint Co., Inc., San Carlos, CA
 - 3) Or equal
 - c. First Coat (1.6 – 1.8 dry mils)
 - 1) "8400 Carefree Semi-Gloss" as manufactured by Vista Paint Corporation, Fullerton, CA
 - 2) "1105 Kel-Crete" as manufactured by Kelly Moore Paint Co., Inc., San Carlos, CA
 - 3) Or equal
 - d. Second Coat (1.6 – 1.8 dry mils)
 - 1) "8400 Carefree Semi-Gloss" as manufactured by Vista Paint Corporation, Fullerton, CA
 - 2) "1105 Kel-Crete" as manufactured by Kelly Moore Paint Co., Inc., San Carlos, CA
 - 3) Or equal
 - 3. Ferrous Metal (Steel) –unprimed and primed : pressed metal frames, metal doors, exposed electrical conduit, exposed plumbing lines, exposed fire sprinkling lines, fire cages.
 - a. Preparation
 - 1) Remove all contaminants that may affect adhesion.

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- 2) Gloss or slick surfaces must be scuff sanded and may require primer, verify with manufactures representative.
- b. Full/Spot Primer Coat (1.0 – 1.5 dry mils)
 - 1) “4800 Metal Pro Coating Primer” as manufactured by Vista Paint Corporation, Fullerton, CA
 - 2) “1725 Kel-Guard Acrylic Metal Primer” as manufactured by Kelly Moore Paint Co., Inc., San Carlos, CA
 - 3) Or equal
- c. Finish Coat, 2 or more coats (3.0 – 4.0 dry mils per coat)
 - 1) “9800 Protec Alkyd Emulsion Semi-Gloss Enamel” as manufactured by Vista Paint Corporation, Fullerton, CA
 - 2) “5780 DTM Acrylic Gloss Enamel” as manufactured by Kelly Moore Paint Co., Inc., San Carlos, CA
 - 3) Or equal
4. Galvanized Metal: Metal louvers, Access panels, diffusers, transfer grilles, exposed electrical/ data conduit, exposed HVAC ducts
 - a. Preparation
 - 1) Solvent wiping or use of a conditioning primer as recommended by the coating manufacturer shall be utilized to prepare the galvanized surface to receive primer and finish coats.
 - b. Full/Spot Primer Coat (1.0 – 1.5 dry mils)
 - 1) “4800 Metal Pro Coating Primer” as manufactured by Vista Paint Corporation, Fullerton, CA
 - 2) “1722 Kel-Guard Galvanized Iron Primer” as manufactured by Kelly Moore Paint Co., Inc., San Carlos, CA
 - 3) Or equal
 - c. Finish Coat, 2 or more coats (3.0 – 4.0 dry mils per coat)
 - 1) “9800 Protec Alkyd Emulsion Semi-Gloss Enamel” as manufactured by Vista Paint Corporation, Fullerton, CA
 - 2) “5780 DTM Acrylic Gloss Enamel” as manufactured by Kelly Moore Paint Co., Inc., San Carlos, CA
 - 3) Or equal

3.16 SPECIAL INSTRUCTIONS

- A. Verify all exact paint locations with County’s Representative prior to ordering any paint product.

END OF SECTION 099100

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SECTION 101400 SIGNAGE

PART 1 – GENERAL

1.1 SCOPE

- A. Provide the exterior and interior code/ADA room identification signage and other signs as they are indicated on the Drawings.

1.2 RELATED SECTIONS

- A. Section 081400 Wood Doors
- B. Section 092116 Gypsum Board Assemblies

1.3 SUBMITTALS

- A. Submit in accordance with Section 013323 Shop Drawings, Product Data and Samples.
- B. Product Data: For each type of signage.
- C. Shop Drawings: For fabrication and placement of each type of signage.
- D. Samples: Provide color samples for each color being used.

PART 2 – PRODUCTS

2.1 SIGNAGE

- A. Interior Room Identification
 - 1. Sign Program Guidelines Sign Type 2.D.
 - a. Material: Header panel – etched polymer mounted to acrylic, painted face and sides. Header copy raised.
 - b. Copy
 - 1) Copy: 1 inch, typeface – Futura Bold.
 - 2) Color: Header Panel – C-4; Copy – C-11.
 - 3) Braille – to match background color of the acrylic sign.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Comply with manufacturer's written placement instructions. Provide signage straight, plumb, and level. Secure units in position with manufacturer's recommended anchoring devices.
- B. Set the signage at the locations and heights as indicated on the Drawings.

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- C. Clean all signage of foreign materials after placement. Protect all signage from construction damage until the job has been accepted by the County's Representative. Replace any damaged signage at no additional cost to the County.

END OF SECTION 101400

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SECTION 102800 TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SCOPE

- A. Work in this Section includes toilet and bath accessories as required for the men's, and women's restrooms. Work also includes placement of solid blocking at all toilet room accessory locations.

1.2 RELATED SECTIONS

- A. Section 013323 Shop Drawings, Product Data and Samples
- B. Section 061000 Rough Carpentry
- C. Section 079200 Joint Sealants

1.3 SUBMITTALS

- A. Submit in accordance with Section 013323 Shop Drawings, Product Data and Samples.
- B. Product Data including any MSDS sheets
- C. Installation Instructions

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Kimberly Clark
- B. Georgia Pacific
- C. Bobrick
- D. National Sanitary Supply, Co.
- E. American Specialties, Inc.
- F. Continental
- G. Or equal

2.2 MATERIALS

- A. Stainless Steel: AISI Type 302/304, with polished No. 4 finish, 22-gauge minimum thickness, unless otherwise indicated.

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- B. Brass: Leaded and unleaded, flat products, ASTM B 19; rods, shapes, forgings, and flat products with finished edges, ASTM B 16; Castings, ASTM B 30.
- C. Sheet Steel: Cold-rolled, commercial quality ASTM A 366, 20-gauge minimum thickness, unless otherwise indicated. Surface preparation and metal pretreatment as required for applied finish.
- D. Galvanized Steel Sheet: ASTM A 527, G60.
- E. Chromium Plating: Nickel and chromium electro-deposited on base metal, ASTM B 456, Type SC 2.
- F. Galvanized Steel Mounting Devices: ASTM A 153, hot-dip galvanized after fabrication.
- G. Fasteners: Screws, bolts, and other devices of same material as accessory unit, or of galvanized steel where concealed.
- H. Keys: Provide universal keys for access to toilet accessory units requiring internal access for servicing or resupplying. Provide a minimum of 6 keys to the County's Representative.

2.3 ACCESSORIES

- A. Toilet Paper Holder
 - 1. Continental: Model # RT23 Classic roll tissue holder; chrome finish; 2-3/4 inch by 11 inch by 4-1/4 inch.
 - 2. Or equal (no known equal).
- B. Grab Bar
 - 1. ASI 3700 series, 1-1/4 inches, Type 56, with snap flange
 - 2. Bobrick
 - 3. Or equal
- C. Sanitary Napkin/Tampon Vendor
 - 1. Bobrick: Model #B-282 Surface Mounted Feminine Napkin/Tampon Vendor; Stainless steel; \$0.50 coin mechanism; 11-7/8 inches by 25-7/8 inches by 6-1/2 inches.
 - 2. Or equal (no known equal).
- D. Toilet Seat Cover Dispenser
 - 1. ASI #0477SM, surface-mounted type
 - 2. National Sanitary Supply, surface-mounted type
 - 3. Or equal

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- E. Under Lavatory Pipe and Valve Protection
 - 1. Truebro, Inc.
 - 2. Prowrap PW2000
 - 3. Or equal

- F. Mirrors: shall be 1/4 inch thickness with solid backing. Frames shall be 1/2 inch by 1/2 inch by 1/2 inch heavy duty stainless steel angle, with all corners mitered and welded.
 - 1. Bobrick: Series #B-165 2436.
 - 2. ASI
 - 3. Or equal

- G. Hand Towel Dispenser
 - 1. Model # 630 Surface Mount Single hand towel Cabinet, self locking, chrome finish
 - 2. Manufacturer is Continental, to match County Standard.
 - 3. Or equal (no known equal)

- H. Hand Soap Dispenser
 - 1. Model # B-2111 Matrix Series Lotion Soap Dispenser, surface mount, stainless steel finish
 - 2. Manufacturer is Bobrick, to match County Standard.
 - 3. Or equal (no known equal)

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Provide solid backing in walls for anchorage of accessories.

- B. Provide toilet accessory units according to Manufacturers' printed installation instructions and ADA requirements.

- C. Protect accessories and clean at completion of the Work.

END OF SECTION 102800

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SECTION 105200 FIRE EXTINGUISHERS

PART 1 – GENERAL

1.1 SCOPE

- A. The Work of this Section includes providing fire extinguishers and cabinets.

1.2 RELATED SECTIONS

- A. Section 210700 Fire Sprinkler System Insulation

1.3 SUBMITTALS

- A. Submit in accordance with Section 013323 Shop Drawings, Product Data and Samples.
- B. The following shall be submitted:
 - 1. Manufacturer's catalogues containing technical data and placement instructions, and shop drawings.
 - 2. Upon completion provide the County's Representative with all tools and keys.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery of Materials: Products shall be delivered in original, unbroken packages, containers, or bundles bearing the name of the manufacturer.
- B. Storage: Products shall be carefully stored in a manner that will prevent damage and in an area that is protected from the elements.

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

- A. Supply 1 fire extinguishers and cabinet as required by Fire Marshal.
 - 1. Cabinet shall be Potter-Roemer #7024, or equal (no known equal) with full glass door and spring latch. Cabinet shall meet ADA requirements with bottom mounted at 27 inches above finish floor.
 - 2. Fire extinguishers shall be 10 pound, dry chemical, 4A-80B-C rating, 20 ½ inches high x 8 ¾ inches wide x 6 inches in diameter, 15 – 21 stream, hose discharge. Amerex #B441, or equal (no known equal).

PART 3 – EXECUTION

3.1 FIRE EXTINGUISHERS

- A. Verify exact location of fire extinguisher cabinets with County's Representative.
- B. Surface mount panels according to manufacturer's written recommendations.

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- C. Mount cabinets straight and true leaving no voids where frame meets finished wall.
- D. Fire Extinguishers shall be mounted at 48 inches to the top of the handle.

END OF SECTION 105200

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SECTION 144250 VERTICAL WHEELCHAIR LIFTS

PART 1 GENERAL

1.1 SCOPE

- A. Enclosed, self-contained vertical platform wheelchair lift.

1.2 RELATED SECTIONS

- A. Section 033000 - Cast-In-Place Concrete.
- B. Section 061000 - Rough Carpentry.
- C. Section 092116 - Gypsum Board Assemblies.
- D. Division 26 – Electrical

1.3 REFERENCES

- A. ASME A17.1 - Safety Code for Elevators and Escalators.
- B. ASME A17.5 - Elevator and Escalator Electrical Equipment.
- C. ASME A18.1 - Safety Standard for Platform Lifts and Stairway Chairlifts.
- D. CSA B44 - Safety Code for Elevators and Escalators.
- E. CSA B355 - Lifts for Persons with Physical Disabilities.
- F. ICC/ANSI A117.1 - Accessible and Usable Buildings and Facilities.
- G. NFPA 70 - National Electric Code.
- H. CSA - National Electric Code.

1.4 SUBMITTALS

- A. Submit under provisions of Section 013323 Shop Drawings, Product Data and Samples.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Submit manufacturer's installation instructions, including preparation, storage and handling requirements.
 - 2. Include complete description of performance and operating characteristics.
 - 3. Show maximum and average power demands.
- C. Shop Drawings:

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1. Show typical details of assembly, erection and anchorage.
 2. Include wiring diagrams for power, control, and signal systems.
 3. Show complete layout and location of equipment, including required clearances and coordination with shaftway.
- D. Selection Samples: For each finished product specified, provide two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finished product specified, two samples, minimum size 6 inches square, representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm with minimum 10 years experience in manufacturing of vertical platform lifts, with evidence of experience with similar installations of type specified.
- B. Installer Qualifications: Licensed to install equipment of this scope, with evidence of experience with specified equipment. Installer shall maintain an adequate stock of replacement parts, have qualified people available to ensure fulfillment of maintenance and callback service without unreasonable loss of time in reaching project site.

1.6 REGULATORY REQUIREMENTS

- A. Provide platform lifts in compliance with:
1. ASME A18.1 - Safety Standard for Platform Lifts and Stairway Chairlifts.
 2. ASME A17.1 - Safety Code for Elevators and Escalators.
 3. ASME A17.5 - Elevator and Escalator Electrical Equipment.
 4. NFPA 70 - National Electric Code.
- B. Provide platform lifts in compliance with:
1. CSA B355 - Lifts for Persons with Physical Disabilities.
 2. CSA B44.1/ASME A17.5 - Elevator and Escalator Electrical Equipment.
 3. CSA - National Electric Code.
- C. Seismic Design: In accordance with seismic risk zone 4 in accordance with CBC.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store components off the ground in a dry covered area, protected from adverse weather conditions.

1.8 PROJECT CONDITIONS

- A. Do not use wheelchair lift for hoisting materials or personnel during construction period.

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1.9 WARRANTY

- A. Warranty: Manufacturer shall warrant the wheelchair lift materials and workmanship for one year following completion of installation.
- B. Extended Warranty: Provide an extended manufacturer's warranty for the entire warranty period covering the wheelchair lift materials and workmanship for the following additional extended period beyond the initial two year warranty. Preventive Maintenance agreement required.
 - 1. Five additional years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Garaventa Lift; Ameriglide: AJAY Equipment Corporation; or equal. Equipment information shown below is based upon Garaventa, this shall be used as the basis for design.

2.2 ENCLOSED VERTICAL WHEELCHAIR LIFT

- A. Capacity: 750 lbs (340 kg) rated capacity.
- B. Mast Height:
 - 1. Model GVL-SW-144; 147 inches (3734 mm) maximum lifting height.
- C. Nominal Clear Platform Dimensions:
 - 1. Mid Size: 37-1/4 inches (947 mm) by 60 inches (1522 mm).
- D. Platform Configuration:
 - 1. On/Off Same Side Entry/Exit: One front opening only.
- E. Landing Openings:
 - 1. Lower Landing: Door.
 - 2. Upper Landing: Door.
- F. Doors and Gates: Doors and gates shall be self closing type.
 - 1. Door Height: Flush mount, 80 inches.
 - 2. Width: 42 inches.
 - 3. Door Construction: Aluminum frame with:
 - a. Panels of 16 gauge painted galvanized steel.
 - b. Panels of 3/16 inch clear Plexiglas with 16 gauge galvanized steel kick plate.
 - c. D-Handle Pull: 12 inch offset D-Handle.
 - 4. Power Door/Gate Operator: Automatically opens the door/gate when platform arrives at a landing. Will also open at landing by pressing call button or gently the pulling door.

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- a. ADA Compliant and obstruction sensitive.
 - b. Low voltage, 24 VDC with all wiring concealed.
 - c. Location:
 - 1) Lower Landing: Door.
 - 2) Upper landing: Door.
- G. Lift Components:
1. Machine Tower: Custom aluminum extrusion.
 2. Base Frame: Structural steel.
 3. Platform Side Wall Panels: 42-1/8 inches high. 16 gauge galvanized steel sheet. Custom aluminum extrusion tubing frame.
 4. Enclosure Panels:
 - a. 16 gauge painted galvanized steel sheet.
 - b. 3/16 inch clear Plexiglas.
- H. Enclosure Height Above Upper landing:
1. Enclosure shall extend 83-3/4 inches above the upper landing level.
- I. Infill Panel Kit: Provide 16 gauge galvanized panels and mounting hardware to cover void between side of enclosure, drive mast and adjacent wall at the following locations:
1. Lower landing.
 2. Upper landing.
- J. Base Mounting and Access to Lift at Lower Landing:
1. Pit Mount: Lift to be mounted in pit with dimensions to meet manufacturer's requirements for the platform size specified. Pit construction shall be in accordance to Section 033000.
- K. Hydraulic Drive:
1. Drive Type: Chain hydraulic.
 2. Emergency Operation: Manual device to lower platform and use auxiliary battery power to raise or lower platform.
 3. Safety Devices:
 - a. Slack chain safety device.
 - b. Shoring device.
 4. Travel Speed: 17 fpm .
 5. Motor: 3.0 hp (2.2 kW); 24 volts DC.
 6. Power Supply:
 - a. 120 VAC single phase; 60 Hz on a dedicated 15 amp circuit.
 - b. Powered by continuously charged battery system.
- L. Platform Controls: 24 VDC control circuit with the following features.
1. Direction Control: Illuminated tactile and constant pressure push buttons with dual platform courtesy lights and safety light.
 2. Illuminated and audible emergency stop switch shuts off power to lift and activates audio alarm equipped with battery backup.
 3. Keyless operation.

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4. Emergency Telephone: Platform shall be equipped with ADA compliant autodialer telephone with a stainless steel faceplate. Telephone shall operate in the event of power failure. A telephone line shall be supplied to the lift site as specified under Division 26.
- M. Call Station Controls: 24 VDC control circuit with the following features.
1. Direction Control: Illuminated tactile and constant pressure push buttons with illuminated "In Use" indicator.
 2. Keyless operation.
 3. Call Station Mounting:
 - a. Lower:
 - 1) Wall mounted recessed.
 - b. Upper:
 - 1) Wall mounted recessed.
- N. Safety Devices and Features:
1. Grounded electrical system with upper, lower, and final limit switches.
 2. Tamper resistant interlock to electrically monitor that the door is in the closed position and the lock is engaged before lift can move from landing.
 3. Pit stop switch mounted on mast wall.
 4. Electrical disconnect shall shut off power to the lift.
- O. Finishes
1. Aluminum Extrusions: Champagne anodized finish.
 2. Ferrous Components: Electrostatically applied baked powder finish, fine textured.
 - a. Color: Satin Grey, RAL 7030.
 3. Lift Finish: Baked powder coat finish, color as selected by the Architect from manufacturers optional RAL color chart.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify shaft and machine space are of correct size and within tolerances.
- C. Verify required landings and openings are of correct size and within tolerances.
- D. Verify electrical rough-in is at correct location.
- E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.

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- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install platform lifts in accordance with applicable regulatory requirements including ASME A 17.1, ASME A 18.1 and the manufacturer's instructions.
- B. Install platform lifts in accordance with applicable regulatory requirements including CSA B355, and manufacturer's instructions.
- C. Install system components and connect to building utilities.
- D. Accommodate equipment in space indicated.
- E. Startup equipment in accordance with manufacturer's instructions.
- F. Adjust for smooth operation.

3.4 FIELD QUALITY CONTROL

- A. Perform tests in compliance with ASME A 17.1 or A18.1 and as required by authorities having jurisdiction.
- B. Perform tests in compliance with CSA B355 and required by authorities having jurisdiction.
- C. Schedule tests with agencies and Architect, Owner, and Contractor present.

3.5 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 144250

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PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All levels of 22 00 00
- B. Preparations.
 - 1. Prior to data collection and compilation, prepare and submit in duplicate an outline of the proposed organization and content.
 - 2. Compilation: Prepare and collect data concurrently with construction progress. Compile per submitted outline.

PART 2 - PRODUCTS

2.01 OPERATION AND MAINTENANCE MANUALS

- A. Form of Submittals
 - 1. Prepare data in form of an instructional manual for use by Owner's personnel.
 - 2. Cover: Identify each volume with typed or printed title, "OPERATING AND MAINTENANCE INSTRUCTION". List:
 - a. Title of Project.
 - b. Provide indexed tabs.
 - c. Identify of separate structure as applicable.
 - d. Identity of general subject matter covered in the manual.
 - 3. Format:
 - a. Size: 8-1/2" x 11".
 - b. Paper: 20 pound minimum, white, for typed pages.
 - c. Text: Manufacturer's printed data, or neatly typewritten.
 - d. Drawings:
 - 1.) Provide reinforced punched binder tab, bind in with text.
 - 2.) Fold larger drawings to size of text pages.
 - e. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - 3.) Provide typed description of product and major component parts of equipment.
 - 4.) Provide indexed tabs.
 - 4. Binders:
 - a. Commercial quality three-ring binders with durable and cleanable plastic covers.
 - b. Maximum ring size: 1".
 - c. When multiple binders are used, correlate the data into related consistent groupings.

PART 3 - EXECUTION

1.2 OPERATION AND MAINTENANCE DATA

- A. General: Record data and operation and maintenance data are complimentary. Submittal items which may be required under both categories may be included only under one submittal if a statement to that effect is included in the other submittal.
- B. Quality Assurance
 - 1. Preparation of data shall be done by personnel.
 - a. Trained and experienced in maintenance and operation of described products.
 - b. Familiar with requirements of this Section.
 - c. Skilled as technical writer to the extent required to communicate essential data.
 - d. Skilled as draftsman competent to prepare required drawings.

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C. Content of Manual

1. Neatly typewritten table of contents for each volume, arranged in systematic order.
 - a. A list of each product required to be included, indexed to content of the volume.
 - b. List, with each product, name, address and telephone number of:
 - 1) Subcontractor or installer.
 - 2) Maintenance contractor, as appropriate.
 - 3) Identify area of responsibility of each.
 - 4) Local source of supply for parts and replacement
 - c. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
2. Product Data:
 - a. Include only those sheets which are pertinent to the specific product.
 - b. Annotate each sheet to:
 - 1) Clearly identify specific product or part installed.
 - 2) Clearly identify data applicable to installation.
 - 3) Delete references to inapplicable information.
3. Drawings:
 - a. Supplement product data with drawings as necessary to clearly illustrate.
 - 1) Relations of component parts of equipment and systems.
 - 2) Control and flow diagrams.
 - b. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation
 - c. Do not use Project Record Documents as maintenance drawings.
4. Written text, as required to supplement product data for the particular installation.
 - a. Organize in consistent format under separate headings for different procedures.
 - b. Provide logical sequence of instructions for each procedure.
5. Factory Authorized Start-Up Report.
 - a. Provide a factory start-up report for each piece of equipment. Contractor start-up reports, unless contractor is a factory authorized representative will not be allowed.
6. Copy of each warranty, bond and service contract issued.
 - a. Provide information sheet for Owner's personnel, give:
 - 1) Proper procedures in event of failure.
 - 2) Instances which might affect validity of warranties or bonds.

D. Manual for Equipment and Systems:

1. Submit one copy of complete manual in final form in PDF format.
2. Content, for each unit of equipment and system, as appropriate.
 - a. Description of unit and component parts.
 - 1) Function normal operating characteristics, and limiting conditions
 - 2) Performance curves, engineering data and tests.
 - 3) Complete nomenclature and commercial number of replaceable parts.
 - b. Operating procedures:
 - 1) Start-up, break-in, routing and normal operating instructions.
 - 2) Regulation, control, stopping, shut-down and emergency instructions.
 - 3) Summer and winter operating instructions.
 - 4) Special operating instructions.
 - c. Maintenance Procedures:
 - 1) Routing operations.
 - 2) Guide to "trouble-shooting"
 - 3) Disassembly, repair and reassemble.
 - 4) Alignment, adjusting and checking.
 - d. Servicing and lubrication schedule.
 - 1) List lubricants required.
 - e. Manufacturer's printed operating and maintenance instructions.
 - f. Description of sequence of operation by control manufacturer.

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- g. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - 1) Predicted life of parts subject to wear.
 - 2) Items recommended to be stocked as spare parts.
 - h. As-installed control diagrams by controls manufacturer.
 - i. Each contractor's coordination drawings:
 - 1) As-installed color-coded piping diagrams.
 - j. Charts of valve tag numbers, with location and function of each valve.
 - k. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 - l. Other data as required under pertinent sections of specifications.
3. Content for each electric and electronic system, as appropriate.
- a. Description of system and component parts.
 - 1) Function, normal operating characteristics, and limiting conditions.
 - 2) Performance curves, engineering data and tests.
 - 3) Complete nomenclature and commercial number of replaceable parts.
 - b. Circuit directories of panel boards.
 - 1) Electric service.
 - 2) Controls.
 - 3) Communications
 - c. As-installed color coded wiring diagrams.
 - d. Operating procedures.
 - 1) Routing and normal operating instructions.
 - 2) Sequences required.
 - 3) Special operating instructions.
 - e. Maintenance procedures.
 - 1) Routine operations.
 - 2) Guide to "trouble shooting".
 - 3) Disassembly, repair and reassembly.
 - 4) Adjustment and checking.
 - f. Manufacturer's printed operating and maintenance instructions.
 - g. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 - h. Other data as required under pertinent sections of specifications.
 - i. Additional requirements for operating and maintenance data: Respective sections of Specifications.
- E. Submittal Schedule
- 1. Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start of work.
 - a. Architect will review draft and return one copy with comments.
 - 2. Submit one copy of complete data in final form fifteen days prior to final inspection or acceptance.
 - a. Copy will be returned after final inspection or acceptance, with comments.
 - 3. Submit specified number of copies of approved data in final form 10 days after final inspection or acceptance.
- F. Instruction of Owner's Personnel.
- 1. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.

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2. Operating and maintenance manual shall constitute the basis of instruction.
 - a. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS and DIVISION 01 GENERAL REQUIREMENTS, apply to the work of this section.
- B. This section applies to all Division 22 Plumbing Sections.

1.02 SUMMARY

- A. This section includes all plumbing (equipment, fixtures, pipe and fittings, specialties) inside the building(s) and outside the building(s) to the point of connection to site plumbing systems.
- B. Provide complete plumbing systems including:
 - 1. Service connections to existing on-site utilities, and stubs for future connection to equipment provided under the work of this Section or other Sections of the Specifications.
 - 2. All piping systems for conduction of cold water, heated water, soil, waste, fuel gas, and other fluids or gases as shown or specified for plumbing work.
 - 3. All valves, piping supports, piping penetration auxiliaries, piping protective coverings, piping, and other piping accessories as shown or specified for plumbing work.
 - 4. All plumbing equipment and auxiliary items as specified herein or shown on the drawings.
 - 5. All low voltage wiring for automatic fixtures as required.
- C. All chemicals utilized on site as part of coating, sealant, and other products shall not contain any chemical that is listed as part of Proposition 65 known carcinogens that are identified by NTP, IARC, and the USEPA California Proposition 65 chemical repository contractors are not allowed to bring these chemicals on any California Intel site.

1.03 RELATED SECTIONS

- A. Division 23 - HVAC
- B. Division 26 - Electrical Work

1.04 DRAWINGS AND SPECIFICATIONS

- A. For purposes of clearness and legibility, drawings are essentially diagrammatic and, although size and location of equipment are drawn to scale wherever possible, the Contractor shall make use of all data in all the contract documents and shall verify this information at building site.
- B. Information presented on Drawings and in the Specifications is based upon latest data available during their preparation. The Drawings and Specifications are for the assistance and guidance of the Contractor and exact locations, distances, levels, etc. will be governed by the structures and the site the contractor shall accept same with this understanding.
- C. The drawings indicate required size and points of termination of pipes, and suggest proper routes to conform to structure, avoid obstructions and preserve clearances. However, it is not intended that drawings indicate all necessary offsets, and it shall be the work of the Contractor to make the installation in such a manner as to conform to structure, avoid obstruction, preserve headroom and keep openings and passageways clear.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Contractor shall be responsible for delivery, storage, protection and placing of all equipment and materials.

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- B. Equipment stored and installed at the job site shall be protected from dust, water or other damage. Cover all equipment stored exposed to weather.

1.06 STRUCTURAL REQUIREMENTS

- A. Structural members shall not be cut or modified in any manner without specific instructions from the structural engineer.

1.07 CODES AND SAFETY ORDERS

- A. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall; the Safety Orders of the Division of Industrial Safety; the I.S.O. codes; latest edition of California Code of Regulations, Title 24, Part 6; the 2010 California Plumbing Code, Title 24, Part 5; the 2010 California Mechanical Code, Title 24, Part 4; the 2010 California Building Code, Title 24, Part 2, 2010 NFPA Codes, and other applicable laws and regulations. Nothing in the Drawings or Specifications shall be construed to permit work not conforming to these codes. Drawings and Specifications take precedence when work and materials called for exceed Code requirements.

1.08 INSTALLATION

- A. Manufacturer's Instructions:
 - 1. When specifications require that installation comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation.
 - 2. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by specifications.
 - 3. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 - 4. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with the Engineer for further instructions.
 - 5. Do not proceed with work without clear understanding.

1.09 PERMITS AND FEES

- A. Obtain all permits and pay all required fees for permits and/or utility services. Inspections required during the course of construction shall be arranged as required. On completion of the work furnish the owners representative with certificates of inspection.
- B. Include in bid all costs for gas service including meter, regulators and service line installed by a gas utility company or a gas utility company approved contractor.

1.10 SITE CONDITIONS

- A. Assume all responsibility for damage to adjoining properties; and restore property to its original condition, should damage occur as a result of the work of this section. Contractor shall thoroughly familiarize himself with all site conditions. Should utilities not shown on the drawings be found during excavations, promptly notify the Architect for instructions as to further action. Failure to do so will make the Contractor liable for any and all damage thereto arising from his operations subsequent to discovery of such utilities not shown on plans.

1.11 SUBMITTALS

- A. General

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1. A submittal schedule shall be issued by the contractor within 15 days of award of the contract. This schedule shall allow for timely review and approval as required by the contract documents.
2. These requirements apply only to substitutions, submittals, and shop drawings.
3. The contractor shall review all submittals prior to submission to the Architect. Submittals not reviewed by the contractor will be returned to the contractor and will not be reviewed.
4. Any deviations from specified requirements shall be clearly indicated in submittals.
5. Any errors in or omissions from submittals and any consequences of these are the responsibility of the Contractor.
6. Partial or incomplete submittals may be rejected as not complying with requirements; the Contractor shall be liable for any resultant consequences.
7. Delayed submittals may be rejected as not complying with requirements. Whether accepted or rejected, delayed submittals will not be considered justification for extension of contract time or similar relief.
8. Submittals not required or permitted by the Specifications but made at the option of the Contractor, will be returned without review unless accompanied with written valid justification.
9. Submittal items improperly included with those of another category (such as a proposed substitution included with shop drawing submittal) are not valid and will be returned without review.
10. Within 35 calendar days after award of the contract, and before fabrications and installation of any material or ordering of any materials, submit for approval six (6) copies of complete submittal data on specified and proposed substituted equipment and materials. Submittals shall list all materials proposed identified with drawing symbols and specific data on equipment such as arrangements, performance curves, sizes, capacity, motor locations, and other pertinent data. Check all submittals for conformance to the requirements of the Construction Documents before forwarding to the architect for each item. No consideration will be given to substitutions submitted past 35 day limit. The contractor shall be responsible for all quantities and errors and omissions of submittals. Furnish samples when requested.
11. Equipment and materials specified as part of the specifications and drawings are listed by two manufacturer's names. The first named manufacturer is the basis of design. The second named manufacturer has been determined to be an equivalent in quality or utility. The second named has not been specifically determined to conform to the first named in size, layout, electrical power, voltage, or impacts to building structure. The contractor is bound by all requirements for substitutes, as described below, for all second named manufacturers and equivalent equipment or products.
12. Each reviewed submittal will be marked to indicate review and directions as stated below.
13. Acceptance of a submittal does not relieve the Contractor of responsibility for omissions from the submittal or errors in the submittal.

B. Review

1. Submittals will be reviewed for general acceptability, not necessarily including all details. The engineers review is for general conformance with the design concept of the project and the information given in the contract documents. The contractor is solely responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the work with that of other trades and performing all work in a safe and satisfactory manner. Corrections of comments made on this submittal during this review do not relieve contractor from compliance with the requirements of the contract documents or with its responsibilities listed herein.
 - a. Proposed substitutes will be judged not only for the acceptability of the items themselves, but also how they will be used under the conditions of the particular project.
 - b. Proposed substitutions will be judged also for compliance with qualifications and conditions stipulated in paragraph 1.13.

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2. Each reviewed submittal will be marked to indicate review and directions as stated below.
 - a. Acceptance of a substitute does not waive the specified requirements.
 - b. Once a substitution is accepted, no revision or re-submittal may be made except for pressing and valid reason and after receipts of approval to do so.
- C. Review Directions
1. The notation "No Exceptions Taken" indicates that no further submittal on the particular matter is required and that the Contractor may proceed with normally ensuing action. The notation may be applied to submittals on substitutions, shop drawings, record data, or operation and maintenance data. The submittal has only been reviewed for general conformance with the design concept of the Contract Documents. The contractor is responsible for the dimensions to be confirmed and correlated at the job site; information that pertains solely to the fabrication process or to the means and methods of construction; coordination of the work of all trades; and performing all work in a safe and satisfactory manner. This notation does not modify the contractor's duty to comply with the contract documents.
 2. The notation "Make Corrections Noted" indicates that no further submittal on the particular matter is required, but the Contractor shall make all changes or corrections noted (but no others) before proceeding with normally ensuing action. The notation may be applied to submittals on substitutions or shop drawings (but usually not record data or operation and maintenance data).
 3. The notation "Amend and Resubmit" indicates that the submittal is not accepted and must be revised, resubmitted, and reviewed again. In the case of submittal on substitutions and shop drawings so noted, the Contractor shall not proceed with any normally ensuing action until the resubmittal is reviewed. The notation may be applied to submittals on substitutions, shop drawings, record data, or operation and maintenance data.
 4. The notation "Rejected - See Remarks" indicates that the submittal is not accepted and that resubmittal on the same subject matter is not allowed and will not be considered. The notation will be applied normally only to submittals on substitutions (usually not on shop drawings, record data, or operation and maintenance data).
 5. The notation "Returned Without Review" indicates that the submittal or item has not been considered officially because it is either not proper, valid, required, or permitted by the Specifications and has no status or effect.

1.12 SHOP DRAWINGS

- A. The contractor is responsible for providing all shop drawings as described below so that the design professional has the opportunity to determine if the contractor understands the contract documents. It is not the purpose of shop drawings to assure that the contractor is meeting the requirements of the contract documents. Review and approval of a submittal neither extends nor alters any contractual obligation.
- B. Accompany all substituted equipment with shop drawings showing revised or piping layouts in order to ascertain that substituted equipment does not adversely affect layout or work of others.
Shop Drawings: The following conditions apply to shop drawings:
 1. Shop drawings are not and do not become Contract Documents.
 2. Processed shop drawing submittals and any instructions or requirements noted thereon are a part of the work, but they may not be used as a means of increasing the scope of the work.
 3. If deviations, discrepancies, or conflicts between shop drawing submittals and the Contract Documents are discovered either prior to or after the submittals are processed, the Contract Document requirements shall govern.

1.13 SUBSTITUTIONS

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- A. Whenever any equipment, material, or process is indicated or specified by patent or proprietary name and/or name of Manufacturer, in the Specifications and/or on the Drawings, it is understood that such specification is used to facilitate the description of the material and/or process and deemed to be followed by the words "or equal" unless noted "no substitute".
- B. Substitute equipment and materials shall be equal in all respects including quality, arrangement, utility, physical size, capacity, and performance to those specified. Approval of substitute material will not relieve the contractor from complying with the requirement of the Drawings and Specifications. The contractor shall be responsible and at his own expense, for any changes caused by proposed substitutions which affect other parts of his own work or the work of other contractors.
- C. The submittal of a proposed substitution shall clearly establish the following:
 - 1. The item can be transported into and installed in the intended space and in the manner shown.
 - 2. Required connections (electrical, piping, and other) can be properly made and adjoining work can be properly accomplished.
 - 3. The proposed substitute is similar to and of substance equal to that specified, is suited to the same use as that specified, and will perform the functions required by the design.
 - 4. Motors for proposed substitute equipment will have the same minimum differential between motor brake horsepower and motor nameplate horsepower as the specified equipment.
 - 5. All performance requirements shall be at least equal to the specified product or equipment including noise levels, cooling capacity, heating capacity, air flow quantity, etc.
- D. By submitting a proposed substitution, the Contractor agrees to the following:
 - 1. He will assume full responsibility for any and all modifications and necessary alterations arising from the use of the substitute item or material including all cost incurred by all other trades.
 - 2. He will assume full responsibility for any delay in the construction schedule resulting from the use of the substitution.
 - 3. He will prove harmless and indemnify the Owner and the Owner's design consultants from real or alleged damages that may result from the installation, use, or performance of a substitute material or product.
- E. The following conditions apply to substitutions:
 - 1. Submittals of substitutions are not and do not become part of the Contract Documents.
 - 2. Contractor shall not order, fabricate, use, or install any substitute product or procedure unless he has received acceptance of the substitute from the Engineer.
 - 3. Should the Contractor install any substitute product in violation of the above he shall remove it and install the specified product at his own expense.
 - 4. The Contractor shall provide a letter stating that all the above items shall apply to all substituted products and equipment.
 - 5. Any submittal for substituted equipment or product that does not clearly show that the substituted item is equal shall be marked rejected and no further submittal shall be allowed on the substituted item. Provide in submittal format documentation that the proposed item is exactly as specified in the contract documents.

1.14 GUARANTEE

- A. Guarantee all work for one year from date of acceptance, against all defects in material, equipment and workmanship including repair of damage to any part of the premises resulting from leaks or other defects in material, equipment and workmanship. Guarantee shall be on form supplied by the owner's representative.

1.15 RECORD DRAWINGS

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- A. Indicate on reproducible drawings the actual location of all piping and equipment as the work progresses. Dimension locations of underground service mains and branches. Deliver the drawings to the architect at the completion of the job.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Shop drawings:
 - 1. Make all drawings to an appropriate scale, large enough to show all pertinent aspects of the item and the method of its connection into the work.
 - 2. Make each drawing sheet in a reproducible form such a tracing, sepia, or Mylar transparency.
- B. Grouping: Combine submittals in logical groupings; for example, submit Shop Drawings grouped by Sections of the Specifications, arranged in the specified sequence.
- C. Shop Drawings: Four blue or black line prints of each for the Engineer.
- D. Content:
 - 1. Shop drawings may be:
 - a. Drawings or diagrams prepared by the Contractor, a supplier, a manufacturer, or other.
 - b. Typewritten data or descriptions.
 - c. Manufacturer's printed brochures, descriptions, charts, instructions, or data sheets.
- E. Timing: Submit all shop drawings prior to installation of any items included in submittal.

2.02 CORROSION PROOFING

- A. Corrosion Proofing / U.V. Protection: Products which will be installed outdoors, exposed to the weather, exposed to moisture, or other potentially damaging conditions shall be constructed to resist the effects of such exposure.
- B. Exterior casings shall have lapped or gasketed joints effectively sealed to prevent intrusion of moisture or other injurious substances.
- C. Casings, ducts, pipes, or product items shall be constructed of materials which are fully resistant to harmful substances they may normally contact, or (if ferrous) shall be galvanized after fabrication, or shall be fully protected from such substances by paint or other coating in appropriate thickness or number of coats.
- D. All bolts, nuts, screws, and washers shall be galvanized unless specified to be plated or unprotected.
- E. Any exposed plastic pipe must have a U.V. inhibitor.

2.03 MATERIAL AND EQUIPMENT

- A. All material and equipment shall be new, of the type, capacity and quality specified and free from defects. All materials and equipment shall be of the same brand or manufacturer throughout for each class of material or equipment wherever possible.

2.04 ACCESS DOORS

- A. Unless specified otherwise by the Architect, provide access doors of the following type:

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1. Concealed hinges, prime coated with rust-inhibitive paint, style of door to suit wall, ceiling, floor or roof construction and fire rating.
 - a. Milcor Type M
 - b. Milcor Type UFR, fire resistive type Underwriters Laboratory Class B, 1-1/2 hour rating meets CBC, IBCO and BOCA codes for two hour rated walls self latching with key lock, Elmdor/Stonman Type FR or equal.
2. Minimum size; 18" by 18".
3. Wall and ceiling access doors: Furnish as required for access to ducts, damper operators, duct mounted access panels, etc.; coordinate size and location to obtain access.
4. See architectural drawings for further requirements.

2.05 MISCELLANEOUS EQUIPMENT AND MATERIALS

- A. Furnish and install miscellaneous equipment and materials required for the systems described whether or not specifically shown or specified.

PART 3 - EXECUTION

3.01 ACCESSIBILITY

- A. Do not install any equipment, valve, control, motor, filter, or any other device requiring maintenance or service in an inaccessible location or position. Install access doors as specified herein to render all such equipment serviceable whether specifically shown on the plans or not. Maintain code clearance to all equipment. Coordinate location of doors with lights, etc., and locate symmetrically with same.

3.02 PREPARATION

- A. Observations: Check all project drawings and specifications; report any discrepancies before proceeding with the work and in time to avoid unnecessary rework.
- B. Investigation: Examine the areas, conditions, and status of other work contiguous or connecting to the work to be performed; ensure that the time of installation is coordinated with other work.
- C. Interruptions of Service: Portions of this work may involve connection to existing work, facilities, or utilities ties and may require interrupting shutdowns of same. Carefully plan, coordinate and execute such work so that any interruptions will be kept to a minimum in time and occurrence. Submit request for shutdowns and make shutdowns only after receiving written approval from the Owner.
- D. Other: Correct any unsatisfactory conditions that may impede proper execution of the work. Ensure that all arrangements, personnel, materials, and tools are appropriate and adequate before proceeding.

3.03 INSTALLATION

- A. General:
 1. Material and equipment incorporated in the work shall be used or applied only for the purpose intended or specified.
 2. Install piping and ductwork and all equipment that requires access with minimum vertical and horizontal clearances required by OSHA for service.
 3. All mechanical systems such as ductwork, pipes and all other equipment shall have 2 inches minimum clearance.
 4. Do not proceed with work without clear understanding.
- B. Manufacturer's Instructions:

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1. When specifications require that installation comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation.
2. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by specifications.
3. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
4. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with the Engineer for further instructions.
5. Do not proceed with work without clear understanding.

3.04 DEMOLITION

A. General

1. Procedures shall be determined by the contractor.
2. Demolition work shall not be commenced until all temporary work such as fences, barricades, and any required warning lights and apparatus are furnished and installed and as required by law, regulation, or ordinance, or elsewhere in this specification.
3. Demolition work shall proceed in such a manner as to minimize the spread of dust and flying particles and to provide safe working conditions for personnel.
4. Fires and explosives shall not be permitted.

B. Protection

1. Contractor shall conform to all Federal, State, and local ordinances related to the protection of the public and Contractor's personnel and the flow of traffic. Provide protection for persons and property throughout the progress of the work.
2. Existing work damaged by the contractor in the execution of this Contract shall be restored to former condition by the contractor to the satisfaction of the Owner without an increase in the Contract Sum and without an extension of the Contract Time.

C. Disposition of Materials

1. All materials and equipment not scheduled to be salvaged, including debris and all rejected salvaged materials, shall become the property of the Contractor and shall be disposed of off site in a legal manner. Location of dump and length of haul shall be the contractor's responsibility.

3.05 LOCATION OF PIPING

- A. Where job conditions do not permit the installation of piping etc. in the location shown, it shall be brought to the engineer's attention immediately before fabrication of piping, etc. and the relocation required shall be determined in a joint conference.
- B. The contractor will be held responsible for the relocating of any items installed without first obtaining the architect's or engineer's approval. Remove and relocate such items at the contractor's expense as so directed by the architect or engineer.
- C. Where piping or ducting is left exposed within a room, run in vertical or horizontal planes. Maintain uniform spacing between parallel lines and/or adjacent wall, floor or ceiling surfaces.
- D. Horizontal runs of plumbing and/or electrical conduit suspended from ceilings shall provide for maximum clearance.
- E. Make minor changes in locations of equipment, piping etc. from locations shown including minor offsets when directed by the engineer, at no additional cost to the owner.

3.06 CARE AND CLEANING

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- A. Clean and adjust all equipment at completion of installation to provide operating conditions satisfactory to the engineer. Remove broken, damaged or defective parts; repair or replace as directed by engineer. Remove surface material and debris resulting from this work when directed.

3.07 FLASHINGS

- A. Furnish and install a waterproof flashing for each pipe or other penetration through roof or wall. Flashings shall be 4 lb. seamless lead flashings Semco 1100 series with counter flashing as detailed, except in metal roofs flashing for pipes through roof shall be furnished by the roofing contractor. Where details are not specifically delineated, submit details for review.

3.08 PAINTING

- A. Painting is included under the Painting and Finishing Section. It shall be the responsibility of the Mechanical Contractor to properly protect all equipment and controls during painting operations and the Mechanical Contractor shall repair and/or replace any item damaged due to painting that was not properly protected.

3.09 ACCESS DOORS

- A. Provide access doors to all concealed equipment, valves, controls, etc. Locate doors where shown or to be coordinated and symmetrically located with lights, diffusers, etc. Access doors furnished by the mechanical contractor shall be installed by the general contractor.

3.10 OPERATION AND MAINTENANCE DATA

- A. General: Record data and operation and maintenance data are complementary. Submittal items which may be required under both categories may be included only under one submittal if a statement to that effect is included in the other submittal.
- B. Quality Assurance
 - 1. Preparation of data shall be done by personnel
 - a. Trained and experienced in maintenance and operation of described products.
 - b. Familiar with requirements of this Section.
 - c. Skilled as technical writer to the extent required to communicate essential data.
 - d. Skilled as draftsman competent to prepare required drawings.
- C. Form of Submittals
 - 1. Prepare data in form of an instructional manual for use by Owner's personnel.
 - a. Cover: Identify each volume with typed or printed title, "OPERATING AND MAINTENANCE INSTRUCTION". List:
 - b. Title of Project
 - c. Provide indexed tabs.
 - d. Identity of separate structure as applicable.
 - e. Identity of general subject matter covered in the manual.
 - 2. Format
 - a. Size: 8-1/2 in. x 11 in.
 - b. Paper: 20 pound minimum, white, for typed pages.
 - c. Text: Manufacturer's printed data, or neatly typewritten.
 - 3. Drawings
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to size of text pages.
 - 4. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.

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- b. Provide indexed tabs.
- 5. Binders
 - a. Commercial quality three-ring binders with durable and cleanable plastic covers.
 - b. Maximum ring size: 1 inch.
 - c. When multiple binders are used, correlate the data into related consistent groupings.
- D. Content of Manual
 - 1. Neatly typewritten table of contents for each volume, arranged in systematic order.
 - a. Contractor, name of responsible principal, address and telephone number.
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. List, with each product, name, address and telephone number of:
 - 1) Subcontractor or installer.
 - 2) Maintenance contractor, as appropriate.
 - 3) Identify area of responsibility of each.
 - 4) Local source of supply for parts and replacement.
 - 5) Identify each product by product name and other identifying symbols as set forth in Contract Documents.
 - 2. Product Data
 - a. Include only those sheets which are pertinent to the specific product.
 - b. Annotate each sheet to:
 - 1) Clearly identify specific product or part installed.
 - 2) Clearly identify data applicable to installation.
 - 3) Delete references to inapplicable information.
 - 3. Drawings
 - a. Supplement product data with drawings as necessary to clearly illustrate.
 - 1) Relations of component parts of equipment and systems.
 - 2) Control and flow diagrams.
 - b. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 - c. Do not use Project Record Documents as maintenance drawings.
 - 4. Written text, as required to supplement product data for the particular installation.
 - a. Organize in consistent format under separate headings for different procedures.
 - b. Provide logical sequence of instructions for each procedure.
 - 5. Factory Authorized Start-Up Report.
 - a. Provide a factory start-up report for each piece of equipment. Contractor start-up reports, unless contractor is a factory authorized representative will not be allowed.
 - 6. Copy of each warranty, bond and service contract issued.
 - a. Provide information sheet for Owner's personnel, give:
 - 1) Proper procedures in event of failure.
 - 2) Instances which might affect validity of warranties or bonds.
- E. Manual for Equipment and Systems
 - 1. Submit three copies of complete manual in final form.
 - a. Content, for each unit of equipment and system, as appropriate.
 - 1) Description of unit and component parts.
 - 2) Function, normal operating characteristics, and limiting conditions.
 - 3) Performance curves, engineering data and tests.
 - 4) Complete nomenclature and commercial number of replaceable parts.
 - 5) Operating procedures
 - 6) Start-up, break-in, routing and normal operating instructions.
 - 7) Regulation, control, stopping, shut-down and emergency instructions.
 - 8) Summer and winter operating instructions.
 - 9) Special operating instructions.
 - 10) Maintenance Procedures
 - 11) Routing operations

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- 12) Guide to "trouble-shooting".
- 13) Disassembly, repair and reassembly.
- 14) Alignment, adjusting and checking
- 15) Servicing and lubrication schedule.
- 16) List of lubricants required.
- 17) Manufacturer's printed operating and maintenance instructions.
- 18) Description of sequence of operation by control manufacturer.
- 19) Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
- 20) Predicted life of parts subject to wear.
- 21) Items recommended to be stocked as spare parts.
- 22) As-installed control diagrams by controls manufacturer.
- 23) Each contractor's coordination drawings.
- 24) As-installed color coded piping diagrams.
- 25) Charts of valve tag numbers, with location and function of each valve.
- 26) List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- 27) Other data as required under pertinent sections of specifications.
- 28) Content, for each electric and electronic system, as appropriate.
- 29) Description of system and component parts.
- 30) Function, normal operating characteristics, and limiting conditions.
- 31) Performance curves, engineering data and tests.
- 32) Complete nomenclature and commercial number of replaceable parts.
- 33) Circuit directories of panel boards.
- 34) Electrical service.
- 35) Controls.
- 36) Communications
- 37) As-installed color coded wiring diagrams.
- 38) Operating procedures:
- 39) Routing and normal operating instructions.
- 40) Sequences required
- 41) Special operating instructions
- 42) Maintenance procedures
- 43) Routine operations
- 44) Guide to "trouble-shooting".
- 45) Disassembly, repair and reassembly.
- 46) Adjustment and checking.
- 47) Manufacturer's printed operating and maintenance instructions.
- 48) List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- 49) Other data as required under pertinent sections of specifications.
- 50) Additional requirements for operating and maintenance data: Respective sections of Specifications.

F. Submittal Schedule

1. Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start of work.
 - a. Architect will review draft and return one copy with comments.
2. Submit one copy of complete data in final form fifteen days prior to final inspection or acceptance.
 - a. Copy will be returned after final inspection or acceptance, with comments.
3. Submit specified number of copies of approved data in final form 10 days after final inspection or acceptance.

G. Instruction of Owner's Personnel

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1. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
2. Operating and maintenance manual shall constitute the basis of instruction.
 - a. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

3.11 RECORD DATA

A. Compilation

1. Record and collect information concurrently with construction progress and date all entries; make drawing entries within 24 hours after occurrence of change or installation requiring recording. Any concealed work covered before recording data shall be uncovered as directed or as necessary to obtain data.
 - a. Record information on drawing prints using an erasable colored pencil (not ink or indelible pencil); describe clearly by note or graphic line as appropriate.
2. Locate any concealed work adequately to allow future access with reasonable ease and accuracy.
 - a. Identify the plan location of all stub outs, pipe lines, etc., which are buried or concealed in the structure, whether installed where shown on the contract drawings or in a different location; show actual field dimensions from column lines, wall lines, or other permanent reference lines or points.
 - b. In many cases on the contract drawings, the arrangement of conduits, pipes, ducts, and similar items is shown schematically rather than as a precise scaled layout. Identify the actual location of these with horizontal and vertical dimensions. If such lines are exposed or readily accessible, omit dimensional identification.
 - c. When any work is installed of size, dimension, slope, or location different from that shown on the contract drawings, note the deviation on the Project Record set. If the variations are substantial or cannot be shown clearly on the record drawings, make a new drawing and attach to the Record set.
3. On other documents
 - a. Where changes occur in specifications, clearly indicate same in ink, colored pencil, or rubber stamp.
 - b. Where installed equipment differs from that specified (e.g., by accepted substitution or change order) note in the specifications and include complete data on same.

3.12 OPERATION AND MAINTENANCE DATA

- A. Preparations: Prior to data collection and compilation, prepare and submit in duplicate an outline of the proposed organization and content.
- B. Compilation: Prepare and collect data concurrently with construction progress. Compile per submitted outline.
- C. See Section 22 01 00 Operation and Maintenance of Plumbing.

END OF SECTION

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PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS and DIVISION 1 GENERAL REQUIREMENTS, apply to the work of this section.
- B. All Division 22 Mechanical Sections.

1.02 SUMMARY

- A. See Section 22 05 00

1.03 RELATED SECTIONS

- A. Division 3: Concrete Work
- B. Division 26: Electrical Work
- C. Division 23: HVAC

PART 2 - PRODUCTS

1.1 GENERAL

- A. Furnish two tee handle operators for each size to suit all valves which are installed below grade in access boxes and which are not fitted with integral handles; hub end valves shall be used where required.
 - 1. Valves on systems operating over 100 psi shall be rated for 150 psi or higher as required.
- B. Shut-off service, domestic water
 - 1. Ball Valves:
 - a. Sizes 2" and smaller: Nibco T-685-80-LF, Lead Free, 600 psi rated, threaded or sweat ends, full port, teflon seat, quarter turn handle with stops, two piece bronze body.
 - b. Sizes 2-1/2 to 4": Nibco T-FP-600A-LF, Lead Free, 400 psi rated, soldered ends, full port, teflon seat, quarter turn handle with stops, two piece bronze body.

PART 3 - EXECUTION

3.01 GENERAL

- A. Valves shall be full size of line in which installed. Furnish discs suitable for service intended. All valves shall be properly packed and lubricated. Unions shall be placed adjacent to each threaded or soldered valve or equipment connection 2" and smaller. Install flanges at all valves with stems vertical wherever possible. Stems shall not be placed below horizontal.
- B. Install unions adjacent to each valve and at final connection to each piece of equipment.
- C. All shutoff valves in water lines shall be or ball valves, unless otherwise shown.
- D. Valves shall be provided with brass identification tags indicating service controlled. Tags may be omitted on lines exposed in equipment rooms where service is obvious.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS and DIVISION 1 GENERAL REQUIREMENTS, apply to the work of this section.
- B. All Division 22 Mechanical Sections.

1.02 SUBMITTALS

- A. Submit proposed alternative methods of attachment for review and approval by the Engineer, prior to deviating from the requirements given below.
- B. For all seismic bracing systems, submit structural calculations and details prepared and signed by the Contractor's licensed engineer which include all resultant forces applied to the building structure. Do not overstress building structure. The maximum allowable loads are as indicated in 3.01 of this specification. The submittal data required does not require an analysis of the building structural members and their reaction to the loads of the piping. The submittal data needs to address attachment methods and shall include calculations indicating the forces that are applied to the building structure at the point of attachment. Calculations will be reviewed for compliance with design criteria, not for arithmetic.

1.03 RELATED SECTIONS

- A. Division 3: Concrete Work
- B. Division 26: Electrical Work
- C. Division 23: HVAC

1.04 DRAWINGS AND SPECIFICATIONS

- A. Information presented on Drawings and in the Specifications is based upon latest data available during their preparation. The Drawings and Specifications are for the assistance and guidance of the Contractor and exact locations, distances, levels, etc. will be governed by the structures and the site the contractor shall accept same with this understanding.

PART 2 - PRODUCTS

2.01 HANGERS AND SUPPORTS

- A. B-Line, Superstrut, Tolco, Grinnell, or equal. Numbers are B-line.
- B. Finish: Electro-Chromate or hot dipped galvanized.
- C. Individual: B3690, B3100 cleaves or B3110 with H-104 all thread rod. Use B3110 for pipe subject to movement.
- D. Trapeze Suspension, for three or more pipes B-Line 1-5/8" width channel or a size suitable for load in accordance with manufacturer's published load ratings. No deflection to exceed 1/180 of a span.
- E. Trapeze Supporting Rods: Diameter sufficient to support the load with a safety factor of 5. Anchor rods securely to building structure. See part three for minimum sizes.
- F. Pipe Straps: B2007-B2072 for standard pipe, B2000-B2069, copper coated for copper.

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- G. Size: For insulated pipe - B3690 pipe hangers sized to allow pipe insulation to pass continuously through the hanger.
- H. Insulated Pipe Shields: Utilize isolated pipe supports at all insulated pipe hanger locations.
- I. Isolators: 319CT or Trisolator isolators at all hangers and clamps supporting un-insulated piping and tubing and at all points that pipe comes in contact with structure or other pipes.

PART 3 - EXECUTION

3.01 HANGERS AND SUPPORTS

- A. General: Support all piping so that it is firmly held in place by approved iron hangers and supports and special hangers as required or as scheduled on the drawings.
 - 1. Rigidly fasten hose faucets, and similar items at ends of pipe branches to the building construction near point of connection.
- B. Hanger Installation: On all insulated pipes, install the hangers on the outside of the pipe covering and not in contact with the pipe. Burning, welding, cutting, or drilling on any structural member may only be done if approved by the structural engineer. No valve or piece of equipment shall be used to support the weight of any pipe. Provide a hanger close to the point of change of direction of pipe run in either horizontal or vertical plane. Place supports and hangers for cast iron soil pipe as close as possible to joints; when hangers or supports do not come within one foot of a branch line fitting, install an additional hanger or support at the fitting. Protect insulation, when pipe is insulated, at each hanger with 180 degree, 18 gauge, 12 inch long G.I. Saddles.
- C. Hanger rods with C-clamp type structural attachment shall be equipped with retaining straps.
- D. Metallic Pipe Hanger Spacing and Rod Size Schedule:

Type of Pipe	Spacing		
Pipe Size	½" – 2"	2 ½" – 5"	6" – 8"
Steel Pipe	*8' - 0"	10' - 0"	12' - 0"
Copper Tubing	5' - 0"	8' – 0"	10' – 0"
Cast Iron	Support at 8'- 0" intervals and on each side of and within 12" of joint.		
Rod Size:	3/8"	½"	5/8"

*1/2" gas piping shall be spaced 6' – 0" maximum

- E. Anchor pipe subject to expansion or contraction in a manner permitting strains to be evenly distributed.
- F. Methods of attachment and sizes shall conform to NFPA 13 and FM data sheet 2-8.
- G. All hangers and fasteners are subject to the approval of the Structural Engineer.
- H. Provide beam clamp retaining straps for all pipe supports attached to structural beams.
- I. Support fire-protection system piping independent of other piping.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS and DIVISION 1 GENERAL REQUIREMENTS, apply to the work of this section.
- B. All Division 23 Mechanical Sections.

1.02 SUMMARY

- A. See 22 05 00

1.1 RELATED SECTIONS

- B. Division 3: Concrete Work.
- C. Division 26: Electrical Work.
- D. Division 23: HVAC.

1.03 SEISMIC RESISTANCE

- A. Furnish and install all systems, units, equipment, and parts to meet or exceed current applicable requirements for seismic resistance specified by codes, regulations, or agencies having jurisdiction. Include all supports, anchors, braces and other restraining devices required. All seismic restraints will meet the following site specific seismic design criteria:
 - 1. Seismic Design Category D, 2) Importance Factor, $I_p = 1.5$ and 3) $SDS = 0.573$
 - 2. Seismic restraints are the responsibility of the contractor.
- B. Design of seismic bracing shall meet requirements of CBC Chapter 16A.

PART 2 - PRODUCTS

2.01 BRACING SYSTEMS

- A. Provide approved types as manufactured by Grinnell, Hilti or Tolco.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section describes insulation materials, methods, and applications for Mechanical Work, Special or specific details, applications, features, or methods may be described in work descriptions Sections or on the drawings.

1.02 RELATED DIVISIONS

- A. 01 00 00: General Requirements
- B. 22 00 00: Plumbing.
- C. 23 00 00: HVAC

1.03 REFERENCES

- A. Thermal insulation materials shall meet the property requirements of one or more of the following specifications as applicable to the specific product or end use:
 - 1. American Society for Testing of Materials Specifications:
 - a. ASTM C 547, "Standard Specification for Mineral Fiber Pipe Insulation"
 - b. ASTM C 585, "Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System)"
 - c. ASTM C 1136, "Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation"

1.04 SYSTEM PERFORMANCE

- A. Insulation materials furnished should meet the minimum thickness requirements of National Voluntary Consensus Standard 90.1 (Latest edition), "Energy Efficient Design of New Buildings," of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE).
- B. Insulation materials furnished and installed hereunder shall meet the fire hazard requirements of applicable building codes when tested in composite form per one of the following nominally equivalent test methods:
 - 1. American Society for Testing of Materials ASTM E 84
 - 2. Underwriters' Laboratories, Inc. UL 723, CAN/ULC-S102-M88
 - 3. National Fire Protection Association NFPA 255
- C. Molded pipe insulation shall be manufactured to meet ASTM C 585 for sizes required in the particular system.
- D. Molded fibrous glass pipe insulation shall comply with the requirements of ASTM C 547.

1.05 QUALITY ASSURANCE

- A. Qualifications of Installers: only a licensed firm employing installers specifically skilled and experienced in applying insulation to piping shall do Insulation work.
- B. Insulation materials and accessories furnished and installed hereunder shall, where required, be accompanied by manufacturers' current submittal or data sheets showing compliance with applicable specifications listed in above.
- C. Insulation materials, including all weather and vapor barrier materials, closures, hangers, supports, fitting covers, and other accessories, shall be furnished and installed in strict accordance with project drawings, plans, and specifications.

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- D. Insulation materials and accessories shall be installed in a workmanlike manner by skilled and experienced workers who are regularly engaged in commercial insulation work.
- E. Codes and Standards:
 - 1. California Code of Regulations - Title 24.
 - 2. National Fire Protection Association - 90A
 - 3. Insulation applied to the exterior or interior surface of ducts, and the exterior surface of piping, shall be UL labeled with maximum flame-spread rating of 25 and maximum smoke-developed rating of 50 according to ASTM E 84, when tested as a composite installation including insulation, facing materials, and adhesives as normally applied.

1.06 DELIVERY AND STORAGE OF MATERIALS

- A. All of the insulation materials and accessories covered by this specification shall be delivered to the job site and stored in a safe, dry place with appropriate labels and/or other product identification.
- B. The contractor shall use whatever means are necessary to protect the insulation materials and accessories before, during, and after installation. No insulation material shall be installed that has become damaged in any way.
- C. If any insulation material has become wet because of transit or job site exposure to moisture or water, the contractor shall not install such material, and shall remove it from the job site. An exception may be allowed in cases where the contractor is able to demonstrate that wet insulation when fully dried out (either before installation or afterward following exposure to system operating temperatures) will provide installed performance that is equivalent in all respects to new, completely dry insulation. In such cases, consult the insulation manufacturer for technical assistance.

PART 2 - PRODUCTS

2.01 PLUMBING EQUIPMENT INSULATION – SEE 22 07 16

2.02 PLUMBING PIPING INSULATION – SEE 22 07 19

PART 3 - EXECUTION

3.01 APPLICATION/INSTALLATION

- A. Use the types and thickness of insulation specified in work description Sections.
- B. Apply insulations in accordance with the manufacturer's recommendations and with instructions specified herein or noted on the drawings.
- C. Install insulations only after the systems, items, and equipment have been installed and tested, inspected, and accepted. Exceptions: Slip-on piping insulation and equipment insulations installed at the factory.
- D. Fit insulation snugly to the item being insulated; butt all joints tightly with no voids, spaces, or thin spots.
- E. Seal all joints completely; where sealing tape is used, center the tape over the joint.
- F. Except where specified or necessary, do not use staples or fasteners which penetrate vapor barrier jackets or covers on cold systems or equipment; where such penetrating fasteners are used, seal each penetration completely to maintain the vapor barrier integrity. All penetrations of the ASJ and exposed ends of insulation shall be sealed with vapor barrier mastic. Vapor seals at butt joints shall be applied at every fourth pipe section joint and at each fitting to provide isolation of water incursion.

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- G. Use adhesives, mastics, cements, sealants, and finishes undiluted unless specifically directed otherwise; apply per manufacturer's directions.
- H. Install outdoor jacketing or other specified weather proofing or finishing on all insulations outdoors.
- I. Install all indoor exposed insulation with extra care and finish neatly.
- J. Follow specified methods of installation unless alternative methods are submitted and approved.

3.02 FINISHING

- A. Finishes and Protection:
 - 1. Insure that the exterior finish of all insulation is applied and complete as specified.
 - 2. Make ready for painting, or painted to match existing including color where specified for paint.
 - 3. Install all metal jackets or protective sheathing where specified.
- B. Repair, Touchup: Properly repair and touchup all dents, rips, tears, or other damage inflicted on jackets or exterior surfaces of insulation. Breaks or punctures in the vapor barrier of external insulation will not be accepted and must be repaired prior to project acceptance.

END OF SECTION

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. A continuous intact vapor barrier is critical for all pipes conveying fluids at temperatures less than 75° F.
- B. All insulation material shall have a mold, humidity, and erosion resistant face that has met the requirements of 2010 CMC Standard No. 6-1.
- C. Insulation applied to the exterior surface of pipes located in buildings shall have a flame spread of no more than 25 and smoke developed rating of not more than 50.
- D. All requirements of Section 22 07 00 apply to this section.

PART 2 - PRODUCTS

2.01 IP-1 RIGID MOLDED SECTIONAL/INDOOR CONCEALED JACKET

- A. Regular shape (straight run).
 - 1. Molded sectional, factory fabricated of heavy density resin bonded fibrous glass, with integral factory applied all service jacket of Kraft paper/aluminum foil/glass fiber reinforcement.
 - 2. Insulation shall have a thermal conductivity k factor of 0.23 at 75° F mean temperature and be suitable for direct application and service on piping having operating surface temperatures of -60° to 450°F.
 - 3. Jacket shall:
 - a. Extend 1-1/2" (minimum) along one edge of longitudinal joint to form a sealing lap, which shall be faced inside with a paper protected pressure sensitive adhesive.
 - b. Have a permanence rating of 0.02 perm/in. and a Beach puncture resistance of 50 units;
 - c. Have an exterior suitable for painting with latex or water base paint.
 - 4. All insulation shall have composite (insulation, jacket, tape seal and adhesive used to adhere jacket to the insulation). Fire and Smoke Hazard ratings as tested under procedure ASTM E-84, NFPA 255 and UL 723, not exceeding Flame Spread of 25 and a Smoke Developed of 50. PVC fitting covers and accessories, such as adhesives, mastics, cements and cloth for fittings shall have the same component ratings.
 - 5. Paper laminate jackets shall be permanently flame and smoke resistant. Chemicals used for treating paper in jacket laminates shall not be water soluble and shall be unaffected by water and humidity.
 - 6. Fiberglass Schuler-Manville Micro-Lok, or equal.
- B. Irregular shape (fittings, flanges, valves, etc.)
 - 1. Fibrous glass of same density, thickness, and other properties or characteristics as the adjacent regular shape insulation either pre-molded or field forged to fit the item being insulated. The pre-molded insulation shall be provided with weather protection cover.

2.02 IP-2 RIGID MOLDED SECTIONAL/OUTDOOR JACKET

- A. Regular shape (straight run).
 - 1. Molded sectional, factory fabricated of heavy density resin bonded fibrous glass, with integral factory applied all service jacket of Kraft paper/aluminum foil/glass fiber reinforcement.
 - 2. Insulation shall have a thermal conductivity k factor of 0.23 at 75° F mean temperature and be suitable for direct application and service on piping having operating surface temperatures of -60° to 450°F.

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3. Jacket:
 4. Straight runs: .016" thick smooth sheet aluminum finish.
 5. Irregular shapes:
 - a. Zeston, Snap-Form, factory molded PCV covers, or
 - b. Mitered aluminum sheet matching straight run jacketing, or
 - c. Weather coating.
 - a. Alternative jacketing: Schuler-Manville Type ML, metal jacketing system.
 6. All insulation shall have composite (insulation, jacket, tape seal and adhesive used to adhere jacket to the insulation). Fire and Smoke Hazard ratings as tested under procedure ASTM E-84, NFPA 255 and UL 723, not exceeding Flame Spread of 25 and a Smoke Developed of 50. PVC fitting covers and accessories, such as adhesives, mastics, cements and cloth for fittings shall have the same component ratings.
 7. Paper laminate jackets shall be permanently flame and smoke resistant. Chemicals used for treating paper in jacket laminates shall not be water soluble and shall be unaffected by water and humidity.
 8. Fiberglass Schuler-Manville Micro-Lok, or equal.
- B. Irregular shape (fittings, flanges, valves, etc.)
1. Fibrous glass of same density, thickness, and other properties or characteristics as the adjacent regular shape insulation, either pre-molded or field forged to fit the item being insulated. The pre-molded insulation shall be provided with weather protection cover.

2.03 IP-3 ELASTOMERIC FOAM

- A. Insulation shall be Elastomeric Foam Insulation. Insulation should have a maximum service temperature of 210° F, a minimum service temperature of -40°F, and a "K" factor of 0.28 at 75°F. The flame spread of the insulation shall be 25 or less, and smoke density shall be 50 or less when tested in accordance with ASTM E84.
- B. Provide U.V. protective coating for all outdoor applications.
- C. Rubatex R-180-FS/R-1800-FS, Armstrong Armaflex or equal.

2.04 IP-4 CLOSED CELL POLYOLEFIN

- A. Closed cell flexible plastic foam insulation should have a "k" factor of 0.27 or less at 75°F and water vapor permeability of .2 perm-inch or less. The manufacturer shall warrant the insulation to be able to be directly buried underground without any protective jacket.
- B. Closed Cell Polyolefin in tubular form shall comply with ASTM C-534, UL 94HBF, UBC 42-1 Class I, ASTM E-84 (25/50), NFPA 255 (25/50), UL 723(25/50), FMCSS-302, CAN-ULC-S102.2-M88 (25/50) Flammability Classification, MEA#267-92-M, New York.
- C. Provide U.V. protective coating for all outdoor applications.
- D. IMCOA Imcolock or equal.

2.05 IP-5 RIGID MOLDED SECTIONAL/INDOOR EXPOSED JACKET

- A. Regular shape (straight run)
 1. Molded sectional, factory fabricated of heavy density resin bonded fibrous glass, with integral factory applied all service jacket of Kraft paper/aluminum foil/glass fiber reinforcement.
 2. Insulation shall have a thermal conductivity k factor of 0.23 at 75°F mean temperature and be suitable for direct application and service on piping having operating surface temperatures of -60° to 450°F.
 3. Jacket:
 - a. Straight runs: PVC fitting covers with vapor barrier.

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- b. Irregular shapes:
 - c. Zeston, Snap-Form, factory molded PVC covers, or
 - d. Mitered aluminum sheet matching straight run jacketing, or
 - e. Alternative jacketing: Schuler-Manville Type ML, metal jacketing system.
4. All insulation shall have composite (insulation, jacket, tape seal and adhesive used to adhere jacket to the insulation). Fire and Smoke Hazard ratings as tested under procedure ASTM E-84, NFPA 255 and UL 723, not exceeding Flame Spread of 25 and a Smoke Developed of 50. PVC fitting covers and accessories, such as adhesives, mastics, cements and cloth for fittings shall have the same component ratings.
 5. Paper laminate jackets shall be permanently flame and smoke resistant. Chemicals used for treating paper in jacket laminates shall not be water soluble and shall be unaffected by water and humidity.
 6. Fiberglass Schuler-Manville Mico-Lok, or equal.
- B. Irregular shape (fittings, flanges, valves, etc.)
1. Fibrous glass of same density, thickness, and other properties or characteristics as the adjacent regular shape insulation, either pre-molded or field forged to fit the item being insulated. The pre-molded insulation shall be provided with PVC protection cover.

PART 3 - EXECUTION

3.01 PIPING APPLICATIONS

Note: Where multiple systems are listed, contractor has the option to choose.

- A. Domestic cold water (CW) piping above grade/indoors:
 1. Use System IP-3. (Elastomeric Foam).
 - a. ½" thickness for all sizes
 2. Use System IP-4. (Closed Cell Polyolefin).
 - a. ½" thickness for all sizes
 3. Use System IP-1. (Rigid Molded Sectional/Indoor Jacket) with vapor barrier.
 - a. ½" thickness for all sizes smaller than 1". Use 1" thickness for 1" thru 4"
- B. Domestic cold water (CW) piping above grade/outdoors
 1. Use System IP-2. (Rigid Molded Sectional/Outdoor Jacket) with vapor barrier.
 - a. 1 ½" thickness for all sizes
 - b. All piping shall have heat trace installed to protect from freezing. Coordinate with the electrical contractor.
- C. Domestic tempered water (TW) above grade/indoors
 1. Use System IP-1. (Rigid Molded Sectional/Indoor Jacket) with vapor barrier.
 - a. ½" thickness for pipes smaller than 1" diameter, 1" thickness for 1" diameter through 2" diameter and 1 ½" thickness for 2 ½" to 6" diameter, use 2" thick for all larger piping.
- D. Domestic hot water (HW) above grade/indoors
 1. Use System IP-1. (Rigid Molded Sectional/Indoor Jacket) with vapor barrier.
 - a. ½" thickness for pipes smaller than 1" diameter, 1" thickness for 1" diameter through 2" diameter and 1 ½" thickness for 2 ½" to 6" diameter, use 2" thick for all larger piping.

3.02 INSTALLATION

- A. Unless specifically excluded herein or on the drawings, insulate all parts of hot piping systems, steam piping, and condensate drains including fittings, flanges, valves, and pipe-mounted devices, except do not cover nameplates on devices.

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- B. Install insulation in removable sections over unions, flanges, and line components or devices requiring periodic maintenance.
- C. Install insulation butted tightly to transitions such as insulated pipe shields, insulated pipe sleeves, equipment connections, etc.
- D. Install insulation on piping systems so that condensation will not occur. Insulate pipe supports where hanger is directly in contact with pipe up to the point of connection to the building structure. All piping shall be supported in such a manner that neither the insulation nor the vapor/weather barrier is compromised by the hanger or the effects of the hanger. In all cases, hanger spacing shall be such that the circumferential joint may be made outside the hanger. On cold systems, vapor barrier shall be continuous, including material covered by the hanger saddle.
- E. Treat equipment face piping as follows:
 - 1. Where piping is subject to condensation (domestic water systems) and where installed above grade outdoors (either hot or cold systems) insulate piping completely to the point of equipment connection.
 - 2. Where not subject to condensation (hot systems) terminate insulation at the outlet side of the equipment shut-off valve, leaving the face piping un-insulated, 24" max, unless noted otherwise, except where exposed to outdoors.
- F. Install insulation materials with smooth and even surfaces. Insulate each continuous run of piping with full-length units of insulation, with single cut piece to complete run. Do not use cut pieces or scraps abutting each other. Butt insulation joints firmly to ensure complete, tight fit over all piping surfaces.
- G. Maintain the integrity of factory-applied vapor barrier jacketing on all pipe insulation, protecting it against puncture, tears or other damage. All staples used on cold pipe insulation shall be coated with suitable sealant to maintain vapor barrier integrity.
- H. Rigid Molded Sectional/Jacketed:
 - 1. Comply with applicable general instructions above.
 - 2. Apply to all hot water and piping (except where specified or noted otherwise) installed above grade indoors and outdoors, concealed or exposed.
 - 3. Seal all transverse joints (except at PVC fitting jackets) with circumferentially applied 3" (minimum) width tape of same material as the jacket, faced with the same adhesive as the longitudinal lap, or seal with Hardcast 4" wide Type DT490-C mineral impregnated woven fiber tape (synthetic fiber indoors, cotton fiber outdoors) using Hardcast FTA-20 activator/adhesive applied by brush or roller. Seal transverse joints at PVC fittings jackets with color matching PVC tape and vapor barrier mastic adhesive.
 - 4. Fittings and valves shall be insulated with pre-formed fiberglass fittings, fabricated sections of fiberglass pipe insulation, blanket insulation, or insulating cement. Thickness shall be equal to adjacent pipe insulation. Finish shall be with pre-formed PVC fitting covers or as otherwise specified on contract drawings.
 - 5. Flanges, couplings and valve bonnets shall be covered with an oversized pipe insulation section sized to provide the same insulation thickness as on the main pipe section. An oversized insulation section shall be used to form a collar between the two insulation sections with low-density blanket insulation being used to fill gaps. Jacketing shall match that used on straight pipe sections. Rough-cut ends shall be coated with suitable weather or vapor resistant mastic as dictated by the system location and service.
 - 6. On hot systems where fittings are to be left exposed, insulation ends should be beveled away from bolts for easy access.
 - 7. On cold systems, particular care must be given to vapor sealing the fitting cover or finish to the pipe insulation vapor barrier. All valve stems shall be sealed with caulking to allow free movement of the stem but provide a seal against moisture incursion.

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8. Fit insulation terminations with Zeston, Snap Form, end cap jackets, or seal with Hardcast tape as specified above for joints.
9. On all piping (except equipment face piping) installed outdoors, install outdoor jacketing. Install aluminum sheet jacket with all joints turned down at 45o below horizontal; secure in place with non-corroding bands and/or blind rivets (do not puncture vapor barrier insulation jacket). On equipment face piping (including equipment shut-off valve) coat the insulation with ¼" thick Fosters 60-25 C.I. (weatherproofing) mastic reinforced with glass fabric and finished with two (2) coats of aluminum paint.
10. Penetrations
 - a. Extend piping insulation without interruption through walls, floors, and similar piping penetrations, except where otherwise specified.
- I. Closed Cell Polyolefin:
 1. Install pre slit, pre-glued closed cell polyolefin foam pipe insulation as per manufacturer's recommendations. Seal all joints and seams with Fuse-Seal Gun or with Armstrong 520 adhesive or equal in accordance with manufacturer's written instructions. Fabricate fitting covers from polyolefin foam insulation using same procedure.
 2. Verify that work of this section may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.
 3. In the event of discrepancy, immediately notify the Architect.
 4. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
- J. Install insulation in accordance with insulation manufacturer's instructions and as specified.
- K. Install faced insulation with facing to occupied room side. Install non-rated facing in contact with unexposed surface of finish materials.
- L. Do not install insulation over recessed light fixtures.
- M. Trim insulation neatly to fit spaces. Fit insulation into crevices, spaces at outlet boxes and similar penetrations.
- N. Maintain continuous foil faced vapor barrier. Provide fire resistive tape at all edges or penetrations of foil faced insulation, including batt ends.
- O. Where wall insulation cavity exceeds 8 feet high, provide blocking or other approved support at 8 feet on center.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS and DIVISION 1 GENERAL REQUIREMENTS, apply to the work of this section.
- B. Section 22 11 00, Facility Water Distribution applies to this section.

1.02 SUMMARY

- A. This section includes all plumbing (equipment, fixtures, pipe and fittings, specialties) inside the building(s) and outside the building(s) to the point of connection to site plumbing systems.
- B. Provide complete plumbing systems including:
 - 1. Service connections to existing on-site utilities, and stubs for future connection to equipment provided under the work of this Section or other Sections of the Specifications.
 - 2. All piping systems for conduction of cold water, heated water, soil, waste, fuel gas, and other fluids or gases as shown or specified for plumbing work.
 - 3. All valves, piping supports, piping penetration auxiliaries, piping protective coverings, piping, and other piping accessories as shown or specified for plumbing work.
 - 4. All plumbing equipment and auxiliary items as specified herein or shown on the drawings.

1.03 RELATED SECTIONS

- A. Section 22 05 00 - Plumbing
- B. Section 22 07 00 - Insulation
- C. Section 23 00 00 - Heating, Ventilating, & Air Conditioning

1.04 QUALITY ASSURANCE

- A. All plumbing fixtures and equipment shall comply with California Code of Regulations, Title 24, Part 6, latest edition.

1.05 REFERENCES

- A. Pipes And Tubes
- B. Hard Copper Tube: ASTM B88, Types K, L and M, water tube, drawn temper.
- C. Soft Copper Tube: ASTM B88, Types K and L, water tube, annealed temper.
- D. Fittings
 - 1. Wrought-Copper, Solder-Joint Pressure Fittings: ANSI B16.22.
 - 2. Cast-Copper-Alloy, Solder-Joint Pressure Fittings: ASME B16.18, ASTM B584.
 - 3. Cast-Copper-Alloy, Threaded -Joint Pressure Fittings: ANSI/ASME B16.15, ASTM B584.
 - 4. Bronze Flanges: ASME B16.24, Classes 150 and 300.
 - 5. Copper Unions: ASME B16.18, cast-copper-alloy body, hexagonal stock, with ball-and-socket joint, metal-to-metal seating surfaces, and solder-joint, threaded, or solder-joint and threaded ends. Threads complying with ASME B1.20.1.
- E. Joining Materials
 - 1. Solder Filler Metal: ASTM B32, alloys to suit system requirements.
 - 2. Brazing Filler Metals: AWS A5.8, alloys to suit system requirements.

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1.06 STRUCTURAL REQUIREMENTS

- A. Structural members shall not be cut or modified in any manner without specific instructions from the structural engineer. Where possible, offset vents and pipes rising in walls, concealed above ceilings, below plates and rise through roof. Where this is not possible, install vents and pipes through plates as detailed on structural drawings.

1.07 SUBMITTALS

- A. Submit a general statement of materials and methods along with manufacturer's technical data and installation instructions for all equipment, fixtures, pipe and fittings, and plumbing specialties to be installed.
- B. Record Drawings: Per specification section 22 05 00 requirements.
- C. Operation and Maintenance Manuals: Per specification section 22 01 00 requirements.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Adapters: Wrought copper male adapters shall be used wherever it is necessary to connect copper tubing to a valve or "tee" having threaded connections.

2.02 PIPE, FITTING, AND JOINING MATERIALS

- A. Copper Water Pipe
 - 1. Pipe: Above grade, Type M, L, or K hard drawn copper tubing per ASTM B-88, plain ends.
 - 2. Fittings: Solder type, wrought copper per ANSI Standard B16.22 or cast red bronze per ANSI Standard B16.18. Do not use T-drill.
 - 3. Unions: Solder type, cast red bronze.
 - 4. Joining Materials/Methods
 - a. Canfield, Silvabrite or equal lead free solder with a non-corrosive water based flux.
 - b. 15% silver brazing alloy, water based silver brazing flux. Silver content must be clearly identified on the brazing rod.
 - 5. Connections
 - a. Copper to dissimilar metals: dielectric connector.
 - b. Copper to threaded connections: cast brass adapters.

2.03 PIPE AND FITTING APPLICATIONS

- A. Inside Building (to 5'-0" outside building line).
 - 1. Water Piping: Above grade, Type L drawn temper, joining methods, soldered connections, below grade, Type K drawn temper copper tubing, joining methods, brazed connections.
 - 2. Plastic pipe and fittings shall not be used inside of buildings.

PART 3 - EXECUTION

3.01 PIPING

- A. Provide trenching and backfill for buried piping and install with the following minimum cover unless shown otherwise, cover is from top of pipe to finish grade.
 - 1. Water - 30"
- B. Water piping
 - 1. Run water piping generally level. No piping shall be installed to cause an unusual noise from the flow of water under normal conditions.

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2. All water branches as single fixtures shall be provided with air chambers at least 12" long and of the same diameter pipe as the branches. Where two or more fixtures are located in a row or battery, the supply heads shall be continued full-size of the branch outlet and an air chamber same pipe size as the header and a minimum of 24" long shall be installed on the end of the header.
3. Adapters: Wrought copper male adapters shall be used wherever it is necessary to connect copper tubing to a valve or tee having threaded connections.
4. Install Bare Metal Pipe Isolators: Stoneman "Trisolator", Superstrut "Cush-a-strip", Unistrut on all hot and cold domestic water piping.

3.02 FIELD QUALITY CONTROL

A. Water Sterilization

1. After installation and before installing valves or making final connections, flush or purge piping systems clean of foreign substances; use water to flush piping conducting liquids and compressed air to clear piping conducting gases.
2. After completing cold and heated water systems, disinfect in accordance with current requirements of U.S. Public Health Department. Use 50 parts per million of chlorine with 8 hour retention and flush to leave a residual no greater than supply source. Submit written certification of disinfecting completion by independent laboratory. After sterilization take at least one (1) water sample per floor and have analyzed for "E-coli" to submit test results.

3.03 PIPING TESTING: TESTING CRITERIA

System	Medium	Pressure	Duration
Water	Water	150 psig	4 hours

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS and DIVISION 1 GENERAL REQUIREMENTS, apply to the work of this section.
- B. Section 22 05 00 applies to this section.

1.02 SUMMARY

- A. This section includes all plumbing (equipment, fixtures, pipe and fittings, specialties) inside the building(s) and outside the building(s) to the point of connection to site plumbing systems.
- B. Provide complete plumbing systems including:
 - 1. Service connections to existing on-site utilities, and stubs for future connection to equipment provided under the work of this Section or other Sections of the Specifications.
 - 2. All piping systems for conduction of water as shown or specified for plumbing work.
 - 3. All valves, piping supports, piping penetration auxiliaries, piping protective coverings, piping, and other piping accessories as shown or specified for plumbing work.
 - 4. All plumbing equipment and auxiliary items as specified herein or shown on the drawings.

1.03 RELATED SECTIONS

- A. Section 22 05 00 - Plumbing
- B. Section 22 07 00 - Insulation
- C. Section 23 00 00 - Heating, Ventilating, & Air Conditioning

PART 2 - PRODUCTS

2.01 PIPING ACCESSORIES

- A. Unions
 - 1. Shall have the same pressure rating as pipe fittings.
- B. Check Valves
 - 1. Swing check, Class 125 Buna-N Disc, NIBCO or equal.
 - a. Sizes 2 inch and smaller: Fig. T-413; bronze body, threaded ends, plug type bonnet.
 - b. Size 2-1/2 inch and larger: Fig. F-968: iron body, brass mounted, flanged ends, bolted bonnet.
- C. Water Pressure Reducing Valves
 - 1. 3/4" to 3", Watts Series 223, provide y-strainer, replaceable stainless steel seat, bronze body construction, water tight sealed cage assembly, removable disc holder, low pressure model adjustable from 10-35 psi., high pressure model adjustable from 50 to 145 psi (1/2" to 1"), 50 to 120 psi (1 1/4"), and 50 to 95 (1 1/2" to 3").
- D. Piping Penetration Auxiliaries
 - 1. Sleeves Below Slab or Grade: Metraseal model MS or equal with schedule 80 PVC sleeve. The seal shall be capable of withstanding a hydrostatic pressure of 20 psig. The seal shall be constructed of synthetic rubber with heavy-duty plastic pressure plates. All bolts and nuts shall be constructed of stainless steel.
 - 2. Escutcheons: Polished chrome plated brass or painted metal.

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PART 3 - EXECUTION

3.01 EQUIPMENT

- A. Install equipment in accordance with the manufacturer's installation instructions, as specified herein, and as detailed on the drawings.

3.02 VALVES, UNIONS AND FLANGES

- A. Valves shall be full size of line in which installed. Furnish discs suitable for service intended. All valves shall be properly packed and lubricated. Unions shall be placed adjacent to each threaded or soldered valve or equipment connection 2" and smaller. Install flanges at all valves with stems vertical wherever possible. Stems shall not be placed below horizontal.
- B. Install unions adjacent to each valve and at final connection to each piece of equipment.
- C. Valves shall be provided with brass identification tags indicating service controlled. Tags may be omitted on lines exposed in equipment rooms where service is obvious.
- D. Cathodic Protection: Install insulated flanges or dielectric unions at points of connection between pipes and equipment as follows: (1) between copper or brass piping and steel or cast iron pipe. (2) Between copper or brass piping and any steel material. (3) Buried connections of copper or brass piping to steel or cast iron piping shall be protected with a polyvinyl tape wrap 10 mils thick, extending 5' each way from connection.
- E. Expansion: Install piping with sufficient offsets, loops, and/or swing-joints to allow for expansion and contraction. Anchor piping at equipment to restrain movement at those locations.
- F. Freeze Protection: Piping shall not be installed in a location subject to freezing conditions. All piping shall and must be installed on the "warm" side of building envelope insulation without exception. Where risers occur in outside walls, ensure that building insulation is adequate and intact. All piping must be drainable; provide drains required. All piping shall be run in or above heated portion of the building.

3.03 FIELD QUALITY CONTROL

- A. Water Sterilization
 - 1. After installation and before installing valves or making final connections, flush or purge piping systems clean of foreign substances; use water to flush piping conducting liquids and compressed air to clear piping conducting gases.
 - 2. After completing cold and heated water systems, disinfect in accordance with current requirements of U.S. Public Health Department. Use 50 parts per million of chlorine with 8 hour retention and flush to leave a residual no greater than supply source. Submit written certification of disinfecting completion by independent laboratory. After sterilization take at least one (1) water sample per floor and have analyzed for "E-coli" to submit test results.
- B. Piping Testing: Testing Criteria

System	Medium	Pressure	Duration
Water	Water	150 psig	4 hours

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS and DIVISION 1 GENERAL REQUIREMENTS, apply to the work of this section.
- B. Section 22 05 0 applies to this section.

1.02 SUMMARY

- A. This section includes all plumbing (equipment, fixtures, pipe and fittings, specialties) inside the building(s) and outside the building(s) to the point of connection to site plumbing systems.
- B. Provide complete plumbing systems including:
 - 1. Service connections to existing on-site utilities, and stubs for future connection to equipment provided under the work of this Section or other Sections of the Specifications.
 - 2. All piping systems for conduction of soil, waste, and other fluids or gases as shown or specified for plumbing work.
 - 3. All valves, piping supports, piping penetration auxiliaries, piping protective coverings, piping, and other piping accessories as shown or specified for plumbing work.
 - 4. All plumbing equipment and auxiliary items as specified herein or shown on the drawings.

1.03 RELATED SECTIONS

- A. Section 22 05 00 - Plumbing
- B. Section 22 07 00 - Insulation
- C. Section 23 00 00 - Heating, Ventilating, & Air Conditioning

1.04 QUALITY ASSURANCE

- A. All plumbing fixtures and equipment shall comply with California Code of Regulations, Title 24, Part 6, latest edition.

1.05 REFERENCES

- A. Pipes And Tubes
 - 1. Steel Pipe: ASTM A53, Type S, Grade A, Schedule 40, seamless, black or galvanized, plain ends.
 - 2. Copper Drainage Tube: ASTM B306, Type DWV, drawn temper.
 - 3. Hubless, Cast-Iron Soil Pipe: CISPI 301.
- B. Fittings
 - 1. Wrought-Copper, Solder-Joint Pressure Fittings: ANSI B16.22.
 - 2. Cast-Copper-Alloy, Solder-Joint Pressure Fittings: ASME B16.18, ASTM B584.
 - 3. Cast-Copper-Alloy, Threaded -Joint Pressure Fittings: ANSI/ASME B16.15, ASTM B584.
 - 4. Bronze Flanges: ASME B16.24, Classes 150 and 300.
 - 5. Copper Unions: ASME B16.18, cast-copper-alloy body, hexagonal stock, with ball-and-socket joint, metal-to-metal seating surfaces, and solder-joint, threaded, or solder-joint and threaded ends. Threads complying with ASME B1.20.1.
 - 6. Steel Pipe Nipples: ASTM A733, made of ASTM A53 or ASTM A106, Schedule 40, seamless, galvanized, carbon-steel pipe.
 - 7. Malleable-Iron Unions: ASME B16.39, Classes 150 and 300; hexagonal stock; with ball-and-socket joint; metal-to-metal bronze seating surfaces; and female threaded ends with threads complying with ASME B1.20.1.

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8. Galvanized, Cast-Iron Threaded Fittings: ASME B16.4, Classes 125 and 250; standard pattern; with threads complying with ASME B1.20.1.
9. Wrought-Copper, Solder-Joint, DWV Drainage Fittings: ASME B16.29.
10. Cast-Copper-Alloy, Solder-Joint, DWV Drainage Fittings: ASME B16.23.
11. Plastic Pipe Sleeves: ASTM C564 rubber for cast-iron soil pipe and ASTM F477 elastomeric seal.

C. Joining Materials

1. CISPI Couplings for Hubless, Cast-Iron Soil Pipe and Fittings: CISPI 310, having ASTM C564 neoprene sealing sleeve, with 300 series stainless-steel, corrugated shield-and-clamp assembly.
2. Solder Filler Metal: ASTM B32, alloys to suit system requirements.
3. Brazing Filler Metals: AWS A5.8, alloys to suit system requirements.
4. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

D. Plastic Pipe Seals: ASTM F477, elastomeric gasket.

1.06 STRUCTURAL REQUIREMENTS

- A. Structural members shall not be cut or modified in any manner without specific instructions from the structural engineer. Where possible, offset vents and pipes rising in walls, concealed above ceilings, below plates and rise through roof. Where this is not possible, install vents and pipes through plates as detailed on structural drawings.

1.07 SUBMITTALS

- A. Submit a general statement of materials and methods along with manufacturer's technical data and installation instructions for all equipment, fixtures, pipe and fittings, and plumbing specialties to be installed.
- B. Record Drawings: Per specification section 22 05 00 requirements.
- C. Operation and Maintenance Manuals: Per specification section 22 05 00 requirements.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Adapters: Wrought copper male adapters shall be used wherever it is necessary to connect copper tubing to a valve or "tee" having threaded connections.

2.02 PIPE, FITTING, AND JOINING MATERIALS

- A. Hubless Cast-Iron/Sleeve-Clamped Joints
1. Pipe: Service weight cast iron, hubless, with hot coal tar pitch coating inside and outside, per Cast-Iron Soil Pipe Institute Standard 301.
 2. Fittings: Hubless type, Tyler No-Hub Coupling, each matched with pipe and identified with the manufacturer's name or trademark, the Cast-Iron Soil Pipe Institute symbol, and the pipe size. Those for connections to other types of piping - approved cast-iron adapter/transition type.
 3. Joining Materials/Methods: Husky Series 4000 (Blue shield) or Mission HeavyWiegth Orange shield) on pipes over 3", neoprene sleeve type conforming to ASTM C564 specifically designed for connecting hubless cast-iron pipe, coated with manufacturer's recommended lubricant before installing; four type 304 stainless steel band clamps with a type 305 stainless steel worm drive screw, and corrugated shield over sleeve; use standard no-hub couplings on pipe 3" and less
 4. Wedge lock joints at rainwater leaders to underground drain.

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5. Cleanout Plugs: Use Armité Joint Seal compound No. 411, or Enterprise Commercial Thread-Seal.
- B. Steel/Cast-Iron Threaded Drainage Fittings
 1. Pipe: Galvanized steel per ASTM A-120, threaded ends, standard weight Schedule 40.
 2. Fittings: Cast-iron threaded drainage type, black coated, with recessed shoulder and pitched threads, per ASTM A-126, Class B.
- C. Copper DWV Pipe: DWV drainage tubing per ASTM B-306-86, plain ends for pipe 1 ½" and larger.
 1. Fittings shall be solder type, wrought copper drainage fittings per ANSI Standard B16.29-86.
 2. Joining Materials/Methods: Canfield, Silvabrite or equal lead free solder with a non-corrosive water based flux.
 3. Connections:
 - a. Copper to dissimilar metals: dielectric connector.
 - b. Copper to threaded connections: cast brass adapters.
- D. Steel/Threaded Fittings
 1. Pipe: Black or galvanized steel per ASTM A-53 seamless, threaded ends, standard weight Schedule 40 or Schedule 80.
 2. Fittings
 - a. Black or galvanized (to match pipe) banded malleable iron, threaded, ASTM A-197, 150 lb. standard or 300 lb. extra heavy per ANSI Standard B16.3 (to match pipe schedule).
 - b. Black or galvanized (to match pipe) banded cast iron, threaded, per ASTM A-126 Class B, 125 lb. standard or 250 lb. extra heavy per ANSI Standard B16.4 (to match pipe schedule).
 3. Unions: AAR 300 lb. malleable iron, black or galvanized (to match pipe).
 4. Joining Materials/Methods
 - a. Rectorseal or pure lead and graphite thread lubricant.
 - b. Permacel, P-412 1/2" wide teflon pipe joint sealant.

2.03 PIPE AND FITTING APPLICATIONS

- A. Inside Building (to 5'-0" outside building line).
 1. Soil, waste and vent piping
 - a. Below slab, service weight cast iron soil pipe and fittings, asphaltic coated for sizes 2 1/2" and smaller. Above floor from 6" above slab shall be galvanized steel pipe or service weight cast iron soil pipe and fittings, asphaltic coated for sizes 2 1/2" and smaller. Urinal waste shall be service weight cast iron soil pipe and fittings, asphaltic coated. Sizes 3" and larger shall be service weight cast iron soil pipe and fittings, asphaltic coated.
 - b. Fittings
 - 1) Contractor may use "No-Hub" "Husky" joints per manufacturers published instructions for installation. No-Hub fittings for waste and soil pipe shall be four band stainless steel type. Standard two band stainless steel band type may be used for vent piping.
 - c. As an alternate use, copper DWV Pipe.
 2. Condensate Drain Piping: Type M, drawn temper copper tube, joining method, soldered connections. Connect to equipment with P-trap and clean out plug.
 3. Use PVC pipe for all condensing heating equipment condensate drains.

PART 3 - EXECUTION

3.01 EQUIPMENT

- A. Install equipment in accordance with the manufacturer's installation instructions, as specified herein, and as detailed on the drawings.

3.02 PIPING

- A. Sewer Piping: Run all horizontal sanitary piping inside of the building at a uniform grade of not less than 1/4" per foot unless otherwise noted on the drawings. Sewers shall have invert elevations as shown and slope uniformly between given elevations. All drainage piping shall be run as straight as possible and shall have long radius bends. All offsets shall be made at an angle of 45 degrees or less. All vent piping shall be graded so as to free itself quickly of any water or condensation. Where possible, groups of vent risers shall be jointed together with one enlarged outlet through roof.
 - 1. Install clean-outs of the same diameter of pipe in all horizontal soil and waste lines where indicated and at all points of change in direction and at base of all soil or waste drops. Locate clean-outs not less than 18" from building construction so as to provide sufficient space for rodding. No horizontal runs of more than 100 feet shall be without clean-out.
 - 2. Clean-outs in floors shall be protected with a cover taped in place and removed at completion of concrete work.
 - 3. Provide trap at each inlet to sanitary sewer system. Provide trap primers where shown and as required by code.
- B. Condensate drain piping
 - 1. Provide "P" trap having 2" minimum trap seal.
 - 2. Install trap with top of trap outlet 2" minimum below bottom of condensate collection pan, and within 12" of pan outlet.
 - 3. Make changes in direction in the condensate drain line using tees; fit the free leg of the tee with a screwed plug for clean-outs. Provide additional such clean-outs where required by code or where necessary for cleaning drain line.
 - 4. Extend condensate drain line to appropriate disposal point, receptor, or sewer as prescribed by code or shown on drawings.
 - 5. Insulation: Provide insulation as shown or specified (Section 22 07 00).

3.03 VENT LOCATIONS

- A. Plumbing fixture vents have been combined wherever possible to minimize the number of roof penetrations.
- B. Roof penetrations have been coordinated with penetrations of other trades, etc.
- C. Plumbing contractor shall not shift or relocate vents through the roof or other penetrations from the locations shown without prior approval of the Architect.

3.04 FIELD QUALITY CONTROL

- A. Piping Testing:
 - 1. Testing Criteria

<u>System</u>	<u>Medium</u>	<u>Pressure</u>	<u>Duration</u>
Drainage and Vent	Water	10 ft water	15 minutes

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS and DIVISION 1 GENERAL REQUIREMENTS, apply to the work of this section.
- B. Section 22 01 00 applies to this section.

1.02 SUMMARY

- A. This section includes all plumbing (equipment, fixtures, pipe and fittings, specialties) inside the building(s) and outside the building(s) to the point of connection to site plumbing systems.
- B. Provide complete plumbing systems including:
 - 1. Service connections to existing on-site utilities, and stubs for future connection to equipment provided under the work of this Section or other Sections of the Specifications.
 - 2. All piping systems for conduction of cold water, heated water, soil, waste, fuel gas, and other fluids or gases as shown or specified for plumbing work.
 - 3. All valves, piping supports, piping penetration auxiliaries, piping protective coverings, piping, and other piping accessories as shown or specified for plumbing work.
 - 4. All plumbing equipment and auxiliary items as specified herein or shown on the drawings.

1.03 RELATED SECTIONS

- A. Section 22 05 00 - Plumbing
- B. Section 22 07 00 - Insulation
- C. Section 23 00 00 - Heating, Ventilating, & Air Conditioning

PART 2 - PRODUCTS

2.01 PIPING ACCESSORIES

- A. Cleanouts: Model Numbers are Josam.
 - 1. Vertical: #58890 with polished bronze cover.
 - 2. Floor: #56000 with nickel-bronze cover, #56000-14, with carpet clean out marker in carpeted areas.
 - 3. Grade: #56040, C.I. with brass plug set in concrete.
 - 4. Use floor clean outs where located in walks.

2.02 PIPING PENETRATION AUXILLIARIES

- A. Sleeves Below Slab or Grade: Metralseal model MS or equal with schedule 80 PVC sleeve. The seal shall be capable of withstanding a hydrostatic pressure of 20 psig. The seal shall be constructed of synthetic rubber with heavy-duty plastic pressure plates. All bolts and nuts shall be constructed of stainless steel.
 - 1. Escutcheons: Polished chrome plated brass or painted metal.

PART 3 - EXECUTION

3.01 EQUIPMENT

- A. Install equipment in accordance with the manufacturer's installation instructions, as specified herein, and as detailed on the drawings.

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3.02 VALVES AND FLANGES

- A. Valves shall be full size of line in which installed. Furnish discs suitable for service intended. All valves shall be properly packed and lubricated. Unions shall be placed adjacent to each threaded or soldered valve or equipment connection 2" and smaller. Install flanges at all valves with stems vertical wherever possible. Stems shall not be placed below horizontal.
- B. Valves shall be provided with brass identification tags indicating service controlled. Tags may be omitted on lines exposed in equipment rooms where service is obvious.
- C. Cathodic Protection: Install insulated flanges or dielectric unions at points of connection between pipes and equipment as follows: (1) between copper or brass piping and steel or cast iron pipe. (2) Between copper or brass piping and any steel material. (3) Buried connections of copper or brass piping to steel or cast iron piping shall be protected with a polyvinyl tape wrap 10 mils thick, extending 5' each way from connection.

3.03 FIELD QUALITY CONTROL

A. Piping Testing: Testing Criteria

System	Medium	Pressure	Duration
Drainage and Vent	Water	10 feet water	15 minutes

END OF SECTION

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PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS and DIVISION 1 GENERAL REQUIREMENTS, apply to the work of this section.
- B. Section 22 05 00 applies to this section.

1.02 SUMMARY

- A. This section includes all plumbing fixtures.

1.03 RELATED SECTIONS

- A. Section 22 05 00 – Common Work Results For Plumbing
- B. Section 22 07 00 - Insulation

1.04 QUALITY ASSURANCE

- A. All plumbing fixtures and equipment shall comply with California Code of Regulations, Title 24, Part 6, latest edition.

1.05 SUBMITTALS

- A. Submit a general statement of materials and methods along with manufacturer's technical data and installation instructions for all equipment, fixtures, pipe and fittings, and plumbing specialties to be installed.
- B. Record Drawings: Per specification section 22 05 00 requirements.
- C. Operation and Maintenance Manuals: Per specification section 22 05 00 requirements.

PART 2 - PRODUCTS

2.01 GENERAL

- A. See fixture and equipment schedules on drawings.

PART 3 - EXECUTION

3.01 PLUMBING FIXTURES

- A. All fixtures shall be furnished as scheduled. All finished plumbing shall be accurately lined up and where batteries of fixtures occur, special care shall be taken with the roughing-in and finished plumbing.
- B. The number and position of all plumbing fixtures are shown on the plumbing drawings. Consult architectural drawings for the location dimensions and mounting heights of fixtures. Heights shall comply with the C.B.C., the latest handicapped requirement, and all ADA requirements.
- C. All water supplied to fixtures shall be provided with Speedway loose key compression shut-off stops. Combination fixtures shall have compression stop on each water supply fitting. Concealed stops shall be Crane 9H-313 or equal.
- D. Provide red brass pipe nipples for all stub-outs thru walls to fixtures or equipment. Do not use copper pipe for stub-outs.

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- E. All finish for exposed metal trim on any fixture shall be polished chromium plated. This shall include wall flanges, nuts, and washers. Handles on all faucets and stops shall be of all metal, chromium plated. Porcelain caps secured with putty shall be provided and installed for all exposed bolt heads.
- F. All fixtures shall be properly and securely installed and supported as required and approved. Fixtures set against concrete walls shall be bolted thereto. Fixtures secured to partitions shall be securely bolted to the wall carrier fittings with foot supports, and shall be provided in types as required to suit the particular installation and fixture.
- G. Connection between fixtures and flanges on soil pipe shall be made absolutely gas tight and water tight with graphite type gaskets (wall hung fixture) or Fedar's closet setting compound (floor outlet fixtures). Rubber gaskets, or putty will not be permitted.
- H. Fixtures not having integral traps shall be provided with "P" traps of chromium plated solderless seamless brass with trap screw at bottom and connected to concealed waste in wall sanitary fittings. All trap tail pieces shall be 17 gauge minimum.
- I. Unions on waste pipes on fixture side of traps may be slip or flange joints with soft rubber or lead gaskets.
- J. All flush valves shall be tested and adjusted so that each fixture receives the proper amount of water. All faucets, hose bibbs, drinking fountains, etc., shall be properly regulated to the approval of the Architect.
- K. Comply with State handicapped requirements regarding flow control devices, fixture mounting heights, insulation of piping under fixtures, etc.
- L. Furnish and install stainless steel Hudee frames for counter mounted fixtures unless "Self-Rimming".
- M. Grout all voids between fixtures and adjacent surfaces with 100% white Dow Silicon sealant.
- N. All hot water fixtures except kitchen and janitors sinks to be provided with tempering valves set at 110F (unless served by tempered water systems).

END OF SECTION

SECTION 26 00 00

ELECTRICAL BASIC MATERIALS & METHODS

PART 1 GENERAL

1.1 SCOPE

- A. Furnish and install all electrical systems as shown and specified, including wiring and connections to certain equipment furnished by others and any work not specifically noted but that can be reasonably inferred or is necessary to provide a complete functional system.
- B. Contractor shall order, furnish, and install all materials and equipment required for a complete and fully functional installation. All costs for material and installation shall be included in Contractors bid.
- C. Contractor shall guarantee installation, material and equipment for a period of one (1) year from date of final completion.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 73 29 – Cutting and Patching
- B. Section 01 35 16 – Alteration Project Procedures
- C. Section 02 41 00 – Demolition
- D. Section 07 84 00 – Fire Stopping

1.3 PRODUCT HANDLING

- A. Contractor shall be responsible for delivery, storage, protection and placing of all equipment and materials.
- B. Protection: Contractor shall protect from damage during construction, work and materials of other trades as well as electrical work and material. Electrical equipment stored and installed on job site shall be protected from dust, water, or any other damage.

1.4 RULES AND REGULATIONS

- A. All work and materials shall be in full accordance with the latest rules and regulations of California Code of Regulation, Title 24 California Building Standards Code, National Electrical Code, Local City and County Code, applicable regulations of local utility companies, E.U.S.E.R.C. Standards, and General Order 95 of the Public Utilities Commission, and any other applicable laws or regulations.
- B. Nothing in these drawings or specifications is to be construed to permit work not conforming to the above codes.
- C. Drawings and/or specifications shall take precedence when work and material called for exceed code requirements.

1.5 PERMITS, FEES AND INSPECTIONS

- A. It is the responsibility of the contractor to obtain and pay for all permits.

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- B. Inspections required by any local ordinances during construction shall be arranged by the Contractor. On completion of the work, furnish Engineer with certificates of inspection

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1.6 DRAWINGS AND SPECIFICATIONS

- A. Information presented in the specifications and on the drawings are as exact as could be secured but their extreme accuracy is not guaranteed. The Drawings and Specifications are for the assistance and guidance of the Contractor, and exact locations, distances, levels, etc., will be governed by the site and building, and the Contractor shall accept same with this understanding.
- B. The drawings indicate schematically the layouts of equipment, accessories and wiring systems and shall be followed as closely as possible. Other drawings and actual field conditions shall be examined, noting all conditions that may affect this work. Report conflicting conditions to the Engineer for adjustment before proceeding with work.
- C. Minor changes may be made, providing change is ordered before equipment and wiring systems or work directly connected to same is installed and no extra materials are required.
- D. Where conflicts between the written specifications and the drawings occur the more stringent requirement shall apply.

1.7 STRUCTURAL REQUIREMENTS

- A. Installation under this section shall comply with the California Building Code. Obtain the Structural Engineer's approval before performing any cutting or patching of concrete, masonry, or wood structure in the building.

1.8 SEISMIC RESISTANCE

- A. Furnish and install all systems, units, equipment, and parts to meet or exceed current applicable requirements for seismic resistance specified by codes, regulations, or agencies having jurisdiction. Include all supports, anchors, braces, and other restraining devices required. All seismic restraints will meet the local Seismic Zone requirements, SMACNA, and are the responsibility of the contractor.
- B. Design of seismic bracing will be per CBC Chapter 16.

1.9 EXAMINATION OF SITE

- A. The Contractor shall be held to have visited the site, checked existing conditions, and satisfied himself as to the conditions under which the work is to be performed before submitting his bid. No allowances shall be made in his behalf for any extra expense to which he may be put due to failure or neglect to discover conditions affecting his work.

1.10 MATERIAL AND EQUIPMENT

- A. Unless otherwise noted, all material and equipment shall be new, of the type, capacity and quality specified and free from defects. Material shall bear the label of, or be listed by the Underwriters' Laboratories unless of a type for which label or listing service is not provided.
- B. Materials shall be of the same brand or manufacture throughout for each class of material or equipment wherever possible.

1.11 MATERIAL SUBSTITUTIONS

- A. Specific brand names mentioned shall establish standards of performance and quality and the phrase "or approved equal" shall be implied unless otherwise noted.
- B. Substitute materials shall be equal in all respects including quality, arrangement, physical size, capacity, performance, and utility to those specified. Approval of substitute material shall be regarded as general only and shall not relieve the Contractor from complying with the requirements of the Drawings and

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Specifications; the Contractor shall be responsible, at his own expense, for any damage caused by proposed substitutions, which affect other parts of his own work or the work of other contractors.

- C. Only one proposed substitution will be considered for each item and shall be accompanied with a Proposed Substitution Request. No consideration will be given to substitutions past 10 day limit. Should the original submittal of a proposed substitution be rejected, the specified item shall be furnished.
- D. The submittal of a proposed substitution shall clearly establish the following:
 - 1. The item can be transported into and installed in the intended space and in the manner shown.
 - 2. Required connections (electrical, conduit, and other) can be properly made and adjoining work can be properly accomplished.
 - 3. The proposed substitute is similar to and of substance equal to that specified, is suited to the same use as that specified, and will perform the functions required by design.
- E. By submitting a proposed substitution, the Contractor agrees to the following:
 - 1. He will assume full responsibility for any and all modifications necessary alterations arising from the use of the substitute item or material including all cost incurred by all other trades.
 - 2. He will assume full responsibility for any delay in the construction schedule resulting from the use of the substitution.
 - 3. He will prove harmless and indemnify the Owner and the Owner's design consultants from real or alleged damages that may result from the installation, use, or performance of a substitute material product.
- F. The following conditions apply to substitutions:
 - 1. Submittals of substitutions are not and do not become part of the contract documents.
 - 2. Contractor shall not order, fabricate, use, or install any substitute product or procedure unless he has received acceptance of the substitution from the Engineer.
 - 3. Should the Contractor install any substitute product in violation of the above he shall remove it and install the specified product at his own expense.
 - 4. The Contractor shall provide a letter stating that all the above items shall apply to all substituted products and equipment.
 - 5. Any submittal for substituted equipment or product that does not clearly show that the substituted item is equal shall be rejected and no further submittal shall be allowed on the substituted item. Provide in submittal format documentation that the proposed item is exactly as specified in the contract documents.

1.12 SHOP DRAWINGS AND SUBMITTALS

- A. General
 - 1. Within 15 calendar days after award of the Contract, and before fabrication and installation of any material, submit for approval six copies of complete submittal data containing complete information and catalog cuts, shop drawings, and other data on all materials, systems and equipment, including equipment which is to be furnished as specified. The submittal data shall be complete for the project and submitted at one time.
 - 2. Submit only one manufacturer for each item or product included in the submittal package; Product intended for use on this project shall be highlighted or otherwise uniquely identified.
 - 3. If catalog cuts are submitted which also include products on the same page that are not allowed on this project, that product shall be crossed out or otherwise acknowledged as not being permitted on this project.
 - 4. Individual groups of submittal types must include a cover sheet with table of contents, identifying each item by the name or symbol used in the construction documents, if applicable; the

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- manufacturer; and complete catalog number. Any item which is a substitute being submitted for consideration, shall be clearly marked as a substitute.
5. All submittals shall be checked by the Contractor for conformance to the requirements of the Construction Documents before forwarding for approval. Contractor shall be responsible for all quantities and errors and omissions of submittals. Submittals for materials shall be accompanied with samples when requested.
 6. Partial or incomplete submittals may be rejected as not complying with requirements; the Contractor shall be liable for any resultant consequences.
 7. Delayed submittals may be rejected as not complying with requirements. Whether accepted or rejected, delayed submittals will not be considered justification for extension of contract time or similar relief.
 8. Submittals not required or permitted by the specifications but made at the option of the Contractor, will be returned without review unless accompanied with written valid justification.
 9. Submittal items improperly included with those of another category (such as a proposed substitution included with shop drawing submittal) are not valid and will be returned without review.
 10. Acceptance of a submittal does not relieve the Contractor of responsibility for omissions from the submittal or errors in the submittal.
- B. Review
1. Submittals will be reviewed for general acceptability, not necessarily including all details. The engineers review is for general conformance with the design concept of the project and the information given in the contract documents. The contractor is solely responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the work with that of other trades and performing all work in a safe and satisfactory manner. Corrections of comments made on this submittal during this review do not relieve contractor from compliance with the requirements of the contract documents or with its responsibilities listed herein.
 - a. Proposed substitutes will be judged not only for acceptability of the items themselves, but also how they will be used under the conditions of the particular project.
 - b. Proposed substitutions will be judged also for compliance with qualifications and conditions stipulated herein.
 2. Each Reviewed submittal will be marked to indicate review and direction
 - a. Acceptance of a substitute does not waive the specified requirements.
 - b. Once a substitution is accepted, no revision or resubmittal may be made except for pressing and valid reason and after receipt of approval to do so.

1.13 WORKMANSHIP

- A. Good workmanship shall be evidenced in the installation of all electrical materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent. The requirements of the codes are minimum standards. The recommendations of the National Electrical Contractors Association Standard of Installation shall be followed except where otherwise specifically directed.

1.14 CLEANING

- A. After all other work such as patching, painting, etc., has been accomplished, lighting fixtures, panelboards, switchboards, and all other electrical equipment shall be cleaned of all dirt, grease, plaster, paint or other marks.

1.15 ELECTRICAL WORK FOR EQUIPMENT PROVIDED BY OTHERS

- A. Provide all necessary electrical connections to all equipment provided by others. Obtain specific power and control wiring requirements and connection points from others to perform electrical work.

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Contractor shall assist in testing equipment but responsibility is limited to correctly installing electrical wiring and connections.

- B. All control wiring for mechanical equipment, both line and low voltage, shall be provided in the mechanical work. All disconnect switches and motor starters shall be provided by this contractor.

1.16 MANUFACTURER'S DIRECTIONS

- A. Follow manufacturer's directions where these directions cover points not included on the Drawings or in the Specifications.

1.17 MISCELLANEOUS EQUIPMENT

- A. This Contractor shall provide all conduit, conductors, disconnects, and connections for power and controls for equipment requiring electrical services.

1.18 MANUALS

- A. In addition to the catalog data and shop drawing submitted for review as required hereinbefore, the Contractor shall furnish to the Engineer three (3) hard copies and two (2) electronic copies on compact disk with the final corrected sets of all data applicable to the equipment furnished.
 - 1. Each set of data per system shall be bound in one or more volumes. A top quality three-ring binder with vinyl or hard cover will be acceptable in lieu of binding; however, all insert data must be properly punched and reinforced.
 - 2. Identification information shall include the building name, address and location, system or systems included and titled "Maintenance Manual".
 - 3. All data shall be assembled in an orderly sequence with tabbed dividers to correspond with the table of contents.
 - 4. Manufacturer's catalog data, shop drawings, etc., shall be marked clearly to identify the items applicable only to this project.
 - 5. Make and model numbers of each items installed shall be marked clearly in catalog data and identified with symbols used on the Drawings. Complete data shall be provided on all major items to include: panelboards, switchboards, transformers, lighting fixtures, starters, transfer switches, and fire and security alarm system.
 - 6. Submit copy to Engineer for review before delivery to Owner.

1.19 GUARANTEE

- A. Guarantee all electrical work and equipment to be free from defects in workmanship and material for a period of one (1) year from date of final completion. Promptly replace or repair such defects and any damage to property done during repair work at no expense to the Owner. Any warranties, or certificates available for equipment installed, shall be filed at date of acceptance and delivered to Engineer.

1.20 RECORD DRAWINGS

- A. The Contractor shall furnish one set of clean "record" marked black line prints to the Engineer at completion showing clearly any changes made during construction.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Unless otherwise noted, all material and equipment shall be new, of the type, capacity and quality specified and free from defects. Material shall bear the label of, or be listed by, the Underwriters' Laboratories unless of a type for which label or listing service is not provided.

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- B. Unless specified otherwise, all materials and equipment shall be manufactured and assembled in the United States of America. Materials shall be of the same brand or manufacture throughout for each class of material or equipment wherever possible.
- C. Equipment shall be the product of a manufacturer who has, for a period of not less than five (5) years, been in successful manufacture of the equipment and who has a nationally distributed catalog covering ratings and specifications of said equipment.

2.2 RACEWAY

- A. Exposed runs shall be neatly installed parallel or at right angles to the structural members.
- B. Pull Wires: Provide #12 in empty conduits 1" and smaller and 3/16" polypropylene rope in conduits 1-1/4" and larger.
- C. Cap Conduits: Keep conduits capped until wires are pulled. Use manufacturer plugs and caps, push-penny plugs of flexible plastic or steel pennies under bushings.
- D. Conduit Penetrations: Provide seamless lead flashing where conduits penetrate the roof, consisting of lead flashing and cast iron counter-flashing. Flashing shall be Semco 1100 Series, Stoneman or equal. Where conduits pass through finished walls, provide steel escutcheon plates, chrome or painted as directed. Conduits which penetrate ceiling or floor slabs and concrete or masonry walls shall be grouted and sealed watertight at penetration.
- E. Conduit Straps: Two-hole steel snap-on type with ribbed back or malleable iron with galvanized or cadmium plated finish. Secure straps with wood screws on wood material, metal screws or machine screws and bolts on metal material, toggle bolts on hollow masonry and expansion shields with machine screws on concrete or solid masonry. Use of nail straps or perforated strap iron is prohibited.
- F. Conduit Supports: Support individual runs with split ring hangers and threaded rods and multiple runs with split conduit clamp and slotted steel channel, super strut, Unistrut or equal. Conduit shall be supported independently of one another and suspended ceiling system.
- G. Slotted steel channel (strut) shall be installed with end caps.
- H. Threaded rods shall be terminated with a double nut and the rod trimmed flush with the last nut.
- I. Conduit sizes shown on Drawings are minimum.

2.3 RIGID STEEL CONDUIT

- A. Standard weight, mild steel pipe, heavy wall, with threaded fittings, zinc coated on both inside and outside by a hot dipping or sherardizing process. Conduit fittings finished to same requirements as for rigid steel conduit. All couplings, unions and fittings threaded type. Compression type fittings are not acceptable.
- B. Apply thread sealant to all joints except in permanently dry locations. Where installed below floor slab and in contact with fill material, or underground and in contact with earth or encased in concrete shall be double wrapped with Scotchwrap #50, Johns-Manville VID-10 or equal at double 1/2 lap (four net layers). Follow any specific instructions or methods shown on Drawings.
- C. Termination of conduits, wiring gutters or boxes shall be fitted with steel locknut and insulated metallic bushing or with two steel locknuts and insulating bushings. When grounding bushings are required, use insulated grounding bushing. Where conduit connections are exposed to weather or excessive moisture they shall be fitted with insulated watertight sealing hub i.e. Myers Hub.
- D. Cap underground conduit stubs.

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- E. All cut ends of conduit shall be reamed to remove rough edges where conduit is threaded in the field; an electrical conduit thread cutting die with a taper shall be used.

2.4 ELECTRIC METALLIC TUBING (EMT)

- A. Shall be galvanized steel, thin wall. Maximum trade size to be used shall be 4". May not be used underground, under floor, exposed to weather, in concrete, or in any location subject to physical damage.
- B. Connectors shall be steel rain-tight compression type requiring the tightening of a nut, with insulated throat. Couplings shall be steel rain-tight compression type, requiring the tightening of a nut.

2.5 FLEXIBLE STEEL CONDUIT

- A. Shall be galvanized steel with minimum trade size of 1/2". In wet and corrosive locations, outside, or motor connections, shall be liquid-tight. May be used to connect recessed lighting fixtures or mechanical controls and equipment. Length shall be kept to a minimum but to allow for movement or removal of equipment. Leave slack in flex connection to maintain flexibility of conduit, minimum of 3' of flex & one (1) 90° bend.
- B. Connectors shall be tite-bite type with insulated throat Crouse-Hinds Series ACB or T & B Series 3110; connectors for liquid-tight shall be with insulated throat Crouse-Hinds Series LTC or T & B Series 5331 with sealing "O"- ring at outside of enclosure.

2.6 INTERMEDIATE METAL CONDUIT

- A. Lightweight rigid steel conduit, light wall, with threaded fittings. Conduit shall be zinc coated on both inside and outside by hot dipping or sherardizing process, use only threaded connections, coupling or fittings.
- B. Threaded conduit shall be interchangeable with standard rigid steel conduit fittings. Fitting shall be finished to same requirements as conduit. Bends and offsets less than 45 degrees permitted with the use of standard bending equipment. Bends and offsets 45 degrees and larger shall be provided with standard steel fitting and elbows.
- C. May not be used underground, under floor, in concrete slabs, in concrete walls, or in any hazardous locations.
- D. The number of conductors in a single conduit shall not exceed that permitted by the percentage fill specified in Table 1, Chapter 9, using the conduit dimensions of Table 4, Chapter 9, of the National Electrical Code.
- E. All cut ends of conduit shall be reamed to remove rough edges where conduit is threaded in the field; an electrical conduit thread cutting die with a taper shall be used.
- F. Termination of conduits in cabinets, wiring gutters or boxes shall be as called for under rigid steel conduit above.

2.7 CONDUCTORS

- A. All conductors shall be in raceways. Minimum size shall be #12 AWG except for control circuits, which may be #14 AWG minimum. Signal and control circuits other than mechanical shall be as indicated on Drawings or as required by equipment manufacturers.
- B. Color code all branch circuits and feeders as follows:

120/208 Volts 120/240 Volts, 1Φ 120/240 Volts, 3Φ 277/480 Volts

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 MONO COUNTY DEPARTMENT OF PUBLIC WORKS
 BRIDGEPORT, CALIFORNIA

Phase A	Black	Black	Black	Brown
Phase B	Red	Red	Orange*	Orange
Phase C	Blue		Blue	Yellow
Neutral	White	White	White	Gray
Ground	Green	Green	Green	Green

* Marking shall comply with NEC 384-3, 215-8 & 230-56 to identify the "Stinger Leg" and its placement (Phase B) for Red Leg Delta system.

- C. Control conductors may be black or color other than shown above.
- D. Conductors in sizes up through #10 AWG shall have solid color finish as listed above. #8 AWG and larger shall be color coded by application of phase tape for minimum of 6" length on conductor. Coding shall occur at all terminations, pull boxes and splices.
- E. Color-coding shall be continuous and consistent throughout the work. Do not use different colors for switch legs, fixture taps, travelers, etc.
- F. Phasing: Terminals in panelboards, motor control centers, switchboards and other equipment shall be phased A, B, C, reading left to right or top to bottom looking into the front of the equipment.
- G. Circuit Identification: Each branch circuit, control and signal conductor shall be labeled with the circuit number or terminal number it is connected to. Use sleeve (tube) type markers. Conductors shall be labeled at each panelboard, switchboard, control center, terminal cabinet, pull box, and at each point of utilization such as fixtures, motors, speakers, etc. Labeling shall correspond to control diagrams where applicable.
- H. All insulation shall be 600V minimum except for low voltage fire alarm wiring. Fixture tap and branch circuit wiring within fixture wireways shall be Type THHN 90 degree C. Control wiring #14 and smaller shall be Type THHN/THWN or TFF Stranded. Insulation for bonding and grounding conductors shall be Type THWN except as noted on Drawings.
- I. All conductors, unless otherwise noted, shall be Type THHN/THWN. RHW-2 shall be used where shown. XHHW-2 shall be used in feeders run on the exterior of buildings or roof tops where exposure to direct sunlight occurs.
- J. Conductors #10 AWG and smaller shall be solid copper, 98% conductivity except for control conductors which shall be stranded. Conductors #8 AWG and larger shall be stranded copper, 98% conductivity.
- K. Multi-conductor Cable: Comply with UL 83 for metal-clad cable, Type MC with ground wire independent of metal sheath.
 - a. Connectors: Threaded, gland type connectors with stainless steel, copper plated spring for raceway grounding continuity shall be used in MC cable applications. Set-screw, snap-on or screw-in type connectors will not be accepted.
- L. Splices: For conductors #10 and smaller, pre-insulated type connectors, 3M Scotchlocks, T & B Piggys or equal, nylon self-insulated type. Splices #8 and larger use compression type connector, Burndy type YS long barrel, requiring the use of a 360 degree circumference compression type tool, then insulated with Scotchtape No. 88 or equal. Use Scotchfill or equal around large or irregular shape splices for insulation build-up and Scotchtape No. 88. Wire splicing devices shall be sized according to manufacturer's recommendations.
- M. Cable Ties: For wire training and clamping in cabinets and enclosures use nylon cable ties.

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- N. Wire Pulling Lubricant: Poly-water-J, or other UL approved lubricant.
 - a. Approved lubricant characteristics will have no flash point, will not be flammable and have NFPA hazard rating of 0 for Health, Fire and Reactivity.
 - b. Comply with OSHA Regulation 29 CFR 1910.1200.
 - c. Flax-soap is not approved and is not permitted on job.
- O. Swab conduits before installing cables, and exercise care in pulling to avoid damage or disarrangement of conductors, use approved grips.
- P. Terminating of #8 and larger conductors shall require the use of two (2) hole pad, long barrel copper compression terminals. A 360 degree circumference compression type tool shall be used.
- Q. Cable Identification: Non-ferrous identifying tags or pressure sensitive labels shall be securely fastened to all cables, feeders and power circuits in pull boxes. Tags or labels shall be stamped or printed to correspond with markings on drawings or marked so that feeder or cable may be readily identified.

2.8 BOXES

- A. Shall be of size and shape best suited for particular application, properly code sized for number of wires and conduits passing through or terminating therein, but in no case less than four inches square or octagon. Support boxes directly to structural members, framing or blocking by means of screws, anchors, bolts or embedded in masonry or concrete.
- B. Outlet boxes shall be one-piece pressed steel, sherardized or galvanized. Boxes shall be fitted with flush device covers and "Plaster Rings", or tile rings in masonry or concrete. Surface covers shall be used where exposed wiring is permissible. Lighting outlets shall be fitted with 3/8" malleable fixture stud. Boxes in damp or outdoor locations shall be malleable iron with threaded hubs, fitted with gasket and cast cover.
- C. Pull Boxes: Indoor pull boxes fabricated of code gauge steel, of size shown or as required, complete with screw covers, flush type in finished areas, surface type in unfinished areas, primed, and painted. See drawings for additional requirements.

2.9 FINISH MATERIAL

- A. Plates: Shall be nylon for flush wall devices, weatherproof series for damp and outdoor locations and zinc-plated steel for surface installation.
- B. Wall Switches: Heavy duty, quiet type, rated 20 amperes at 277 volts A.C., ivory color.

<u>Manufacturer</u>	<u>Single Pole</u>	<u>3-Way</u>
Pass & Seymour	20AC1	20AC3
Hubbell	1221	1223
Leviton	1221	1223

- C. Pilot Light: General Electric #GE4218-0 or #GE4219-0, Arrow Hart #1710-Red or #1722-Red, mounted alongside switch with common two gang plate.
- D. Receptacles: Rated 20 amperes at 125 volts, double sided contact, back side wired, Ivory color.

<u>Manufacturer</u>	<u>Duplex 3-Wire Grounding</u>
Pass & Seymour	5362
Hubbell	5352
Leviton	5362

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- E. Refer to drawings for special outlets.

2.10 DISCONNECT SWITCHES

- A. Safety switches: Cutler-Hammer or General Electric furnished with enclosure suitable for application. Unless otherwise noted, shall be fused, heavy duty for 208V and heavy duty for 480V. Access doors shall be interlocked with the operating handle. For 120V equipment horsepower rated toggle switches.
 - 1. Disconnect switch and fuse blocks shall bear manufacturer's labels and NRTL listing labels. They shall not be self-certified by the manufacturer.
 - 2. A disconnect fuse switch shall be listed by a NRTL providing the required arc flash protection. The removal of a fuse from a fuse block does not constitute a listed disconnect.
- B. Provide auxiliary contacts for disconnect switches where required.
 - 1. Provide auxiliary contacts for all disconnect switches fed from a variable frequency drive or adjustable frequency drive. The auxiliary switch shall be arranged to operate before the main switch contacts and shall be connected to the VFD controls to shut down the VFD before the switch opens. Provide ½" C, 2#12 between disconnect unit and VFD unit.

2.11 FIRESTOPPING

- A. Fire stopping shall be: As manufactured by Hilti Construction Chemicals, Inc. or Equal

2.12 FUSES

- A. Current limiting non-renewal rejection type, Buss or Gould Shawmut fuses as indicated on Drawings. Provide 100 percent spare fuses, for each size and class of fuse to Owner.

2.13 LIGHTING FIXTURES AND LAMPS

- A. Shall be as shown on Drawings and Fixture Schedule. Install with lamps, frames, lens, hangers, supports, etc., complete. Check drawing for fixture mounting details showing additional or special installation requirements. Fixtures shall be clean at final acceptance.
- B. Fluorescent fixtures shall be equipped with ballast having internally mounted automatic reset thermal protectors listed by UL as Class P, CBM approved, sound rated A, unless of a type not available as Class P, with silver plated sockets. Refer to Fixture Schedule for special ballast requirements.
- C. Fixtures shall be lamped with Philips, General Electric or Sylvania lamps. Fluorescent lamps shall be of the same manufacture throughout the job.
- D. Fluorescent fixtures, with exposed lamps, shall be fitted with lamp holders, two per lamp. Each fixture shall be ground bonded by connection to equipment bonding conductor when provided or to outlet box.
- E. Substitutions of LED fixtures shall require samples submitted to the Engineer along with photometric and thermal response test reports. Product data shall include the LED Lighting Facts Label.
- F. Ballast voltage shall be verified with branch circuiting requirements, shown on Drawings.
- G. Comply with minimum lumen output requirements for emergency ballasts as indicated on the Luminaire Schedule.
- H. Accessories such as straps, mounting plates, nipples or brackets shall be provided for proper installation.

2.14 LIGHTING CONTROLS, CONTACTORS, RELAYS, TIME SWITCHES, PHOTOCELLS, ETC.

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- A. Shall be as shown on Drawings.

2.15 PANELBOARDS

- A. Arrangement as indicated on Drawings is based on existing panelboards. Panel class, size, breaker ratings, etc. shall be as shown on Drawings.
- B. Multiple pole circuit breakers shall have internal common trip connections. All breakers shall be bolt-on to the bus type, with a minimum symmetrical amp rating of 22,000 RMS unless noted otherwise in the drawings. All breakers shall be listed for termination of copper, insulated at 75°C temperature rating or higher. All breaker lugs shall be copper. Breakers shall be fully rated for the symmetrical amp rating listed unless specified otherwise.
- C. Panel schedules shall be updated with one that is type written. Provide a plastic cover for the new schedule.
- D. Conduits shall enter cabinet through neat hole and perpendicular to entrance face.

2.16 TERMINAL CABINETS

- A. Shall be of panelboard type construction and finish with hinged door and flush lock. Door shall provide maximum size opening to box interior. Provide with 5/8" plywood backboard, finished with two coats insulating varnish finish.
- B. Top of cabinet shall be mounted at +6"-6" above finished floor. Provide minimum of three 3/4" empty conduits from all recessed cabinets, etc., to accessible space above ceiling. Drawings may require additional conduit stubs.
- C. Provide with KU series terminal blocks.
- D. Cabinets shall be provided with suitable barriers to isolated devices in accordance with Codes.
- E. Backboards for telephone punch down blocks, TLS fuel monitors, engine annunciator panels, etc. shall be 3/4" with fire retardant listing and painted white.

2.17 ACCESS DOORS

- F. Provide access doors to all concealed equipment, fire alarm devices, controls, etc. Locate doors where required. Coordinate and symmetrically locate with respect to lights, diffusers, etc. Access doors furnished by the electrical contractor shall be installed by the general contractor. 24"X 24" minimum.

PART 3 EXECUTION

3.1 COOPERATION

- A. Coordinate work with that of all contractors and vendors on the job for an efficient and effective completion of the project. Refer to the contract documents of other trades for construction details.

3.2 WORKING SPACE

- A. Adequate working space shall be provided around electrical equipment in strict compliance with the Electrical Safety Orders. In general provide six and one-half feet (6'-6") of headroom and thirty-six inches (36") minimum clear workspace in front of panelboards and controls for 120/208 volt equipment.

3.3 FLASHING AND SEALING

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- A. Flash and counter-flash roof and wall penetrations with lead flashing and cast iron counter-flashing as approved by the Engineer. Conduits, ducts, etc., passing through finished walls shall be fitted with steel escutcheon plates, chrome or paint finish as directed. Conduits, which penetrate, floor slabs and concrete or masonry walls shall be grouted and sealed watertight at penetration.

3.4 FIRESTOPPING AND FIRE RATED PENETRATION

- A. Maintain fire rating of all fire rated walls, ceilings, floors, roof, etc. Use UL listed Hilti Construction Chemicals, Inc product, suitable for the application. Installation shall also maintain watertight integrity through all penetrations where water may be present. Install in accordance with manufacturer's recommendations and within UL Listing installation requirements.

3.5 EQUIPMENT IDENTIFICATION

- A. Nameplates shall be installed on electrical equipment, including disconnect switches, time switches, contactors, motor starters, pullboxes, cable tap boxes, etc., and wall switches for lighting or other devices where the control function is not self-evident.
- B. Nameplate shall adequately describe the item and its function, or use of the particular equipment involved including:
 - 1. Power source immediately upstream
 - 2. Rating of the serving feeder
- C. Nameplate material shall be laminated phenolic plastic, black front and back with white core, engraved and fastened with cadmium plated steel self-tapping screws, or brass bolts.

3.6 GROUNDING AND BONDING

- A. Provide grounding and bonding for all electrical equipment in accordance with the applicable codes, rules and regulations. Permanently and effectively ground all raceway systems, supports, cabinets, panels, motor frames, lighting fixtures, grounding type receptacles and utilization apparatus. Obtain good contact between conduit, tubing and fittings, cabinets, outlet boxes, and equipment.
- B. Provide bonding conductor in all branch circuit and feeder conduits. Bonding conductors shall be properly bonded to equipment at each end.

3.7 EQUIPMENT MOUNTING AND SUPPORTS

- A. Equipment, straps, boxes, etc., when anchored to masonry and concrete surfaces, shall be anchored with wedge type anchors, Hilti Kwik Bolt II.
- B. Runs of conduit, raceway, and wireway shall be supported at intervals not to exceed five (5) feet on center.

3.8 FIELD QUALITY CONTROL

- A. Test all wiring and connections for continuity and grounds before any fixtures or equipment are connected and where such tests indicate faulty insulation or other defects, they shall be located, repaired and tested again at the Contractor's expense. Electrical loads shall be balanced at the panelboards and motors shall be checked for correct rotation.

3.9 SALVAGE MATERIAL AND EQUIPMENT

- A. Where remodel or demolition work is to be accomplished under this Contract, all removed materials and equipment, which in the opinion of the Owner is salvable, shall remain the property of the Owner. Such

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salvaged materials and equipment shall be delivered to Owner on premises as directed and shall be neatly piled or stored and protected from damage.

- B. All materials considered as scrap and not salvageable shall be removed from premises and disposed of by Contractor.

3.10 EXISTING CIRCUITRY

- A. When existing circuits are identified for reuse and drawings do not identify the branch circuit then it was not known at the time of design. Contractor shall trace out and identify the circuit prior to any removal of lights, devices, etc. that exist on that circuit. Inform the Engineer when circuit tracing is complete. The record drawings shall reflect the circuit identification.

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3.11 DEMOLITION

- A. When devices are removed that are located midway in a circuit maintain continuity of the circuit and accessibility of any junction boxes.
- B. When the scope of work requires the removal of electrical equipment all associated conduit, conductors, boxes, hangers, anchors, etc. shall be removed in their entirety. All openings shall be patched and sealed to match the adjacent construction and finish including the replacement of floor tiles.
- C. Damaged floor and ceiling tiles shall be replaced.

END OF SECTION



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2015

Departments: Public Works

TIME REQUIRED 1 hour

**PERSONS
APPEARING
BEFORE THE
BOARD** Tony Dublino

SUBJECT Long Term Planning for Conway
Ranch

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino regarding the options for long-term planning for the County's Conway Ranch property.

RECOMMENDED ACTION:

Receive presentation and discuss options. Provide any desired direction to staff.

FISCAL IMPACT:

None. Informational only.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@mono.ca.gov

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

SEND COPIES TO:

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History

Time

Who

Approval

9/30/2015 11:52 AM

County Administrative Office

Yes

9/25/2015 1:59 PM

County Counsel

Yes

9/25/2015 11:36 AM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

Post Office Box 457 • 74 North School Street • Bridgeport, California 93517
(760) 932-5440 • Fax (760) 932-5441 • monopw@mono.ca.gov

Jeff Walters, Public Works Director

Garrett Higerd, PE
Assistant Director

Date: October 6, 2015
To: Honorable Board of Supervisors
From: Tony Dublino, Environmental Services Manager
Subject: Conway Ranch – Long Term Planning

Recommended Action: Receive presentation, and provide direction to staff on:

1. The type of Planning Document to be crafted for Conway Ranch.
2. The public outreach approach to be utilized for crafting the document.
3. When the document should be delivered.

Fiscal Impact: None

Background: At the Board's regular meetings February 3rd and May 12th 2015, staff provided an update on Conway Ranch, and requested Board direction on where to focus resources in the coming summer of 2015. At that time, the direction from the Board was to spend the summer of 2015 focusing on data collection, and to hold off on a Request for Proposals (for aquaculture). This data collection effort has been proceeding throughout the summer.

During the County's Strategic Planning process, Conway Ranch was identified as a priority by numerous individuals (including Supervisors), for numerous reasons. Although the Strategic Planning process was helpful in identifying the Conway Ranch as a priority, it did not set specific strategic goals, plans, or timelines.

During the August Budget Hearing, a discussion ensued about the future of Conway Ranch, and it was agreed that staff would bring the topic back to the Board for specific direction. This is the purpose of today's workshop.

Discussion:

Conway Ranch represents a tremendous amount of resources. It holds great historical significance, exceptionally productive agriculture lands, increasingly valuable water rights, impressive habitat values, and provides one of the most stunning open space vistas in a landscape known for stunning open space vistas.

For all these reasons, the property was acquired by the County in 1998, with grant funds that ensured those valuable resources would remain. The Conservation Easement with the Eastern Sierra Land Trust (executed December 2014) provided another layer of protection, and clarified several issues the grants had not.

Specifically, the Conservation Easement set outer limits on what could happen on the property, where it could happen, what it should look like, and the conservation values that must remain, regardless of what activities may or may not happen in the future.

The Conservation Easement did not address whether any of those activities actually should happen. It did not address which activities should happen first, if any. It did not address how those activities should be funded. The Conservation Easement is not a 'plan' for the facility, but merely a framework inside which the County can and should plan how it wishes to utilize this unique and valuable asset.

The question before the Board today is just that—how should the County plan for the future of the Conway Ranch? Staff will present the relevant issues and opportunities relating to each of these options, and will provide the Board with a recommended option for each, based on staff's own determination of which option will provide the most effective process, and most effective document.

Issue # 1: What kind of Document?

Option A: Specific Plan

Option B: Master Plan

Option C: Strategic Facility Plan

Option D: Annual Facility Plan

Issue # 2: How should outreach be conducted and who should be involved?

Option A: Outreach to Relevant Groups, and Present Concepts in 4 Public Meetings

Option B: MB RPAC Subcommittee

Option C: Ad-Hoc Committee of members from relevant Stakeholders groups

Option D: Mono County Planning Commission

Issue #3: Deliverable: When should plan be done?

Option A: May 1, 2016

Option B: February 1, 2016

Option C: October 1, 2016

Option D: No specific timeframe

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino
Environmental Services Manager



Conway Ranch Long Term Planning

October 6, 2015

Why This Is Necessary

- Management and maintenance of the current status quo is not necessarily what the elected officials or the citizens want.
 - Aquaculture
 - Status Quo? No.
 - Recreation
 - Status Quo? Are we maximizing the opportunities?
 - Interpretive displays, education
 - Status Quo? No.
 - Grazing
 - Status Quo? Depends on who you ask.
 - Agriculture
 - Status Quo? No.
 - Historic Preservation
 - Status Quo? No.

What We Know

- We own the property
 - 800+ acres
 - Historic barn, corrals
 - Aquaculture infrastructure
 - Irrigation infrastructure
 - Productive meadows
 - Water rights
- Property Has Plenty of Guidance and Restrictions
 - Grant Conditions
 - Conservation Easement
 - General Plan

Guidance and Restrictions

- Grants
 - Restrictions focused on habitat preservation, commercial uses, transfer or sale.
 - Provides for oversight of grantees
- Conservation Easement
 - Conservation Values must be maintained
 - Management Plan
 - Aquaculture within 75 acres
 - Footprint limits
 - Design Guidelines
 - Grazing, irrigation, maintenance

Guidance and Restrictions

● General Plan

Conway Ranch:

- **Policy 1.A.1.1.** Preserve the conservation values of Conway Ranch as outlined in the conservation agreement with the Eastern Sierra Land Trust.
- **Action 1.A.1.1.a.** Comply with the Conway Ranch Management Plan, which provides that aquaculture and livestock grazing operations, natural resource management, and public uses be conducted in a manner and to an extent that will not impair the Conservation Values and that all uses are consistent with the terms and purpose of the Conservation Easement. Specific management direction for activities related to a sustainable working landscape, public access and recreation (etc.), protection of historic resources, commercial use, construction and maintenance/repair, natural resource management, and other activities are included in the plan (also see Mono County Ordinance 13.40).
- **Action 1.A.1.1.b.** Ensure private development in the Conway Ranch subdivision meets all applicable County regulations, and work with the property owners to maintain compatibility with the Management Plan.

Mono Basin Community Plan Policies:

- **Policy 10.D.4.** Review and discuss Conway Ranch operations, including the history, allowable uses, current uses, and potential opportunities.
- **Action 10.D.4.a.** Support aquaculture and other historic uses, such as sheep grazing and agriculture.
- **Action 10.D.4.b.** Support facilities and infrastructure facilitating aquaculture and other historic uses, such as sheep grazing, agriculture, and the restoration of historic buildings.
- **Action 10.D.4.c.** Support the full allotment of water to Conway Ranch.

What These Documents DON'T Tell Us

- **WHAT** specific projects and improvements do we want to carry out?
- **WHEN** do we want to do the work?
- **HOW** will the improvements be funded?

What, When, and How?

- Aquaculture
 - RFP for a re-circulating system?
 - Explore In-House opportunities?
 - Educational/recreation with aquaculture, or aquaculture with education/recreation?
- Recreation/Tourism/Education
 - Walking, picnicking, agritourism, birding, fishing, hunting, historic structures, trails, interpretive displays, snowmobiles, dog walking, swimming.
- Access
 - Parking areas
 - Highway signage
 - Aquaculture Area prohibition
- Agriculture
 - Aquaponics
 - Locally grown organic crops
- Open Space and Conservation
 - Irrigation—earthen ditches versus more efficient methods?
 - Maintenance—invasive plant removal, thatching, roads
 - Grazing—North Conway, Mattly, Bowl Meadow Complex.
 - Sheep versus bighorn, fencing, creek crossing, timing restrictions, corrals, bedding areas, etc.
 - Habitat—springs, Wilson Creek, meadow habitat

Examples of Planning Documents

A. 'Specific Plan'

- Involves Planning Department, Planning Commission (but is that their purpose?)
- Legally binding and adopted 'zoning' document
- Does not necessarily include time frames for deliverables
- No funding source
- Process designed for developers who want to win approval of a project
- Term: Can be develop in short term but intended to remain for long term.

B. 'Master Plan'

- Establishes a long-term vision for property
- Considers aesthetics, architecture, traffic flow, etc.
- Does not set specific goals or ways to achieve that vision
- Term: Can be developed in short term but intended to remain for long term.

C. 'Strategic Facility Plan'

- Understanding, Analyzing, Planning and Acting
- Identifies gap between status quo and desired status
- Presents goals and objectives, coordinates with organization's Strategic Plan
- Can include Capital Improvement Program
- Term: Long Term, developed over time as resources permit

D. 'Annual Facility Plan'

- Using Approved budget
- Identifies Specific Projects within Budget
- Can tackle short-term objectives.
- Recognizes changing values and goals.
- Term: Short, annual

Who can help answer the questions?

- A. Staff-initiated public meetings yielding recommended Plan to Board
 - Including outreach to, and participate from the following :
 - Mono Basin RPAC
 - Mono County Fisheries Commission
 - Mono County Planning Commission
 - Lundy Mutual Water Company
 - Conway Ranch Homeowners Association
 - Granting Agencies, Eastern Sierra Land Trust
 - Ad Hoc Committee from above groups?
- B. Mono Basin RPAC Subcommittee
- C. Ad-Hoc Committee of members from relevant stakeholders groups
- D. Mono County Planning Commission

Staff Recommendation

- Direct Staff to draft Strategic Facility Plan for Conway Ranch, present the concept in 4 public meetings between now and May 1, 2016, then bring to Board for approval.

Board Direction: What Kind of Plan?

- A. Specific Plan
- B. Master Plan
- C. Strategic Facility Plan
- D. Annual Facility Plan

Board Direction: What Kind of Outreach?

- A. Outreach to Relevant Groups, and 4 Staff-Initiated Public Meetings Yielding Recommended Plan to Board
- B. MB RPAC Subcommittee
- C. Ad-Hoc Committee
- D. Mono County Planning Commission

Board Direction:

When Should Plan be Completed?

- A. May 1, 2016**
- B. February 1, 2016**
- C. October 1, 2016**
- D. No Specific Timeframe**



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OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Closed Session--Human Resources

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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Time	Who	Approval
8/26/2015 9:52 AM	County Administrative Office	Yes
9/25/2015 2:01 PM	County Counsel	Yes
9/16/2015 4:28 PM	Finance	Yes



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REGULAR AGENDA REQUEST

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MEETING DATE October 6, 2015

TIME REQUIRED

**PERSONS
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BOARD**

SUBJECT Closed Session - Public Employment

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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REGULAR AGENDA REQUEST

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MEETING DATE October 6, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Closed Session - Public Employment

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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