PROJECT MANUAL

FOR CONSTRUCTION OF

HAY AND CALVING BARNS PROJECT

FOR

FEATHER RIVER COLLEGE

570 GOLDEN EAGLE AVENUE
QUINCY, CA 95971

PACE JOB NO. 1221.05

JUNE 2021

PACE ENGINEERING, INC.
1730 SOUTH STREET, REDDING, CALIFORNIA 96001
530/244-0202 FAX: 530/244-1978

6/2/21

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REQUEST FOR BIDS / INSTRUCTIONS TO BIDDERS

FEATHER RIVER COLLEGE
HAY AND CALVING BARNS PROJECT

NOTICE IS HEREBY GIVEN that FEATHER RIVER COLLEGE, acting by and through its Board of Trustees, will receive up to, but not later than the below-stated date and time, sealed Bid Proposals for the Contract for the Work generally described as HAY AND CALVING BARNS PROJECT.

1. Project Information. The base bid in general shall consist of Work generally described HAY AND CALVNG BARN PROJECT located on the Feather River College campus located at 570 Golden Eagle Avenue, Quincy, CA 95971. Work will include, but is not limited to: one 47' x 60' Hay Barn and one 40' x 60' Calving Barn, both are Pre-Engineered Metal Buildings.

2. Submittal of Bid Proposals. All Bid Proposals must be submitted on forms furnished by the Owner prior to the last time for submission of Bid Proposals and the Owners public opening and reading of Bid Proposals.

3. Bids will be received until 3:00 p.m. on June 18, 2021 at Feather River College, Facilities Office, 570 Golden Eagle Avenue, Quincy, CA 95971.

4. Bids will be opened at 3:00 p.m. on June 18, 2021 at Feather River College, Facilities Office, 570 Golden Eagle Avenue, Quincy, CA 95971.

5. It shall be mandatory upon the Contractor to whom a contract is awarded, and upon all subcontractors under him, to pay not less than the general prevailing rates of per diem wages to all workmen in the execution of the contract. Pursuant to the provisions of the California State Labor Code, and Local Laws thereto applicable, the said Board of Trustees has ascertained the prevailing rate of wages in the locality where this work is to be performed, for each craft and/or type of workman or mechanic needed to perform the work of this contract. General Prevailing Wage Rates shall be those rates pertaining to Plumas County as published by the Department of Industrial Relations (DIR) pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1. Copies of the Prevailing Wage Schedules may be obtained from the Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94101, or www.dir.ca.gov/dlsr/pwd. Each contractor and subcontractor must be registered with DIR prior to submitting a bid.

6. Contractors' License Classification. Bidders must possess the following classification(s) of California Contractors License at the time that the Bid Proposal is submitted and at time the Contract for the Work is awarded: B - General Building. The Bid Proposal of a Bidder who does not possess a valid and in good standing Contractors' License in the classification(s) set forth above will be rejected for non-responsiveness. Any Bidder not duly and properly licensed is subject to all penalties imposed by law. No payment shall be made for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed for the Work.

7. Bidder and Subcontractors DIR Registered Contractor Status. Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder's Subcontractors' List must be DIR Registered contractors at the time the Bid Proposal is submitted. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing

Subcontractor the Subcontractors List who is/are not DIR Registered contractors if such Subcontractor(s) complete DIR Registration pursuant to Labor Code Â§1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal listed any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code Â§1771.1(c)(1) or (2), but the Bidder, if awarded the Contract, must request consent of the Owner to substitute a DIR Registered Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code Â§1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

8. Contract Time. Substantial Completion of the Work shall be completed no later than November 30, 2021.

9. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount equal to TEN PERCENT (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the Owner.

10. Payment Bond; Performance Bond. Prior to commencement of the Work, the Bidder awarded the Contract shall deliver to the Owner a Payment Bond and a Performance Bond issued by a California Admitted Surety in the form and content acceptable to the Owner each of which shall be in a penal sum equal to One Hundred Percent (100%) of the Contract Price.

11. Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests by June 11, 2021 at 3:00 p.m. The Owner will not respond to any bidder inquiries or clarification requests, unless such inquiries or clarification requests are submitted timely to: Feather River College, Nick Boyd, Director of Facilities,.

12. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

13. Waiver of Irregularities. The Owner reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

14. Each bid for the Contract must include the following documents:

    a. Bid form
    b. Bid security
    c. Designation of Subcontractors
    d. DIR Registration Verification
    e. Non-Collusion Declaration
    f. Sufficient Funds Declaration
    g. Fingerprinting Notice and Acknowledgement
    h. Workers' Compensation Certification
    i. Drug Free Workplace Certification

j. DVBE Participation Certification, if required
k. DVBE Good Faith Worksheet, if required
l. Roof Project Certificate

15. Award of Contract. The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the Owner's selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with the Instructions for Bidders.

BID FORMS

Bids will be received until 3:00 p.m. on June 18, 2021 at Feather River College, Facilities Office, 570 Golden Eagle Avenue, Quincy, CA 95971.

Ladies and Gentlemen:

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the location of the proposed Work and the plans and specifications for

HAY AND CALVING BARN PROJECT - QUINCY, CA

and it proposes and agrees if this bid is accepted that the Bidder will contract with Feather River College in the form of the Contract, to provide all necessary labor, materials, equipment, tools, apparatus and other means of performance, and to do all the Work and furnish all the materials specified in the Contract in the manner and time therein prescribed, and according to the requirements of the specifications therein set forth as follows:

COST: Hay Barn $_____

Calving Barn $_____

Total Project Cost $ _____

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid and fail to give bonds in the amount of 100% Labor and Materials, and 100% Performance, with surety satisfactory to the Board of Trustees of Feather River College, within ten calendar days from the date of the mailing or a notice to the Bidder at the address herein given, that the Contract is ready for signature, the Board of Trustees may, at its option, determine that the Bidder has abandoned the Contract and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate as and the same shall be the property of the Feather River College.

Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the Owner.

_____ Addenda Nos. _____ received, acknowledged and incorporated
(initial) into this Bid Proposal.

OR ____ No Addendum incorporated into the Bid Proposal.

The BIDDER AGREES, if awarded the Contract, to complete the Work and the whole thereof, within

Project must be complete no later than 11/30/2021

BID FORMS

THE UNDERSIGNED BIDDER hereby certifies that it has a State Contractor's License for the current year, the number of which appears below.

SIGNATURE OF BIDDER: _____

PRINTED NAME OF BIDDER: _____

Bidder Company Name _____

Business Address _____

Business Address _____

Dated _____

State Contractor's License No. _____

SUBCONTRACTORS LIST

Project: HAY AND CALVING BARN PROJECT

Name of Bidder: _____

Authorized Signature: _____

Licensed Name of Subcontractor	**Subcontractor Address**	**Scope / Trade**	**Subcontractor's License Number**	**Subcontractor's DIR Registration Number** (required at time of bid submission)

Attach additional page(s) as required

DIR REGISTRATION VERIFICATION

I am the _____ of _____ ("Bidder")
(Title/Position) (Bidder Name)
submitting the accompanying Bid Proposal for the Work described as HAY AND CALVING BARN PROJECT

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is _____.

3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

I have personal first hand-knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ____ day of _____, 20___ at _____.

City and State)

_____
(Signature)

_____
(Name, typed or printed)

BID FORMS

NON-COLLUSION DECLARATION

PROJECT: HAY AND CALVING BARN PROJECT

The undersigned declares:

I am _____ ,(Insert "Sole Owner", "Partner", "President, "Secretary", or other proper title) of _____ _____ (Insert name of bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____day of _____, 20 _____at _____ .(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature _____

Name Printed or Typed _____

Address _____

City/County/State _____

Phone Number _____

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE
PROJECT: HAY AND CALVING BARN

I,_____ the _____of (*(Name)*
(Title)
_____, declare, state and
(*Contractor Name)*

certify that:

1) I am aware that California Labor Code § 3700(a) and (b) provides: "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
   a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
   b) By securing from the Director of Industrial Relations a certificate to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and
2) to pay any compensation that may become due to his or her employees."

3) I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

_____

(Contractor Name)

By:_____

(Signature)

_____

(Typed or printed name)

DRUG-FREE WORKPLACE CERTIFICATION
PROJECT: HAY AND CALVING BARN

I_____, am the _____ of
(Print Name) (Title)

_____
(Contractor Name)

I declare, state and certify to all of the following:
1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;
ii. Contractor's policy of maintaining a drug-free workplace;
iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
iv. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____this ____day of
(City and State)
_____, 20____.

_____
(Signature)

_____
(Printed or Typed Name)

PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by the Prime Bidder

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
COMMUNITY COLLEGE DISTRICT Feather River	COUNTY Plumas	APPLICATION NO.

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

NOTE: *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

YOUR BUSINESS ENTERPRISE	**AND YOU**	**AND YOU**
A. ☐ *is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract*	*will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).*	
B. ☐ *is Disabled Veteran owned* ***but is unable*** *to perform the 3 percent of this contract with your forces*	*will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent*	*will include a copy of each DVBE's letter from OSDS (including yours, if applicable).*
C. ☐ *is* ***not*** *Disabled Veteran owned*	*will use DVBE subcontractors/ suppliers for at least 3 percent of this contract*	
D. ☐ *is unable to meet the required participation goals*	*will complete a Good Faith Effort to obtain DVBE participation*	*will include the Prime Bidder's Good Faith Effort Worksheet.*

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part* ***after*** *selection by the District and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.

B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.

C. Enter the total of Lines A and B for each column.

D. Enter the dollar amount of the bid/proposal to be performed by **non**-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) **non**-DVBE dollar participation.

E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the District's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	**ALTERNATE #1**	**ALTERNATE #2**	**ALTERNATE #3 OR BASE BID B**	**ALTERNATE #4 OR BASE BID C**	**ALTERNATE #5** (Modernization or Reconstruction Only)
A. Prime Bidder, *if DVBE (own participation)*	$	$	$	$	$	$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

BIDDER'S NAME	BUSINESS ADDRESS	CONTACT PERSON
TELEPHONE NUMBER	OWNER	COUNTY

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx.	(916) 375-4940		
3. DVBE Organizations (*List*):			
4. Write “recorded message” in this column, if applicable.			

PART II – ADVERTISEMENTS *You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.*

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART III – DVBE SOLICITATIONS *List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.*

IF THE DVBE…..	THEN…..	AND…..
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was **not** selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED *This section must be completed*	NO RESPONSE
	YES	NO		

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____ certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE

ROOF PROJECT CERTIFICATION

(Public Contract Code §3006(a) and (b))

I, _____ [*name*], _____ [*name of employer*], certify that I have not offered, given , or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, _____ [*name*], _____ [*name of employer*], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [*name*], _____ [*name of employer*], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

_____
[*name and address of building, contract date and number*]

_____
[*name and address of building, contract date and number*]

_____
[*name and address of building, contract date and number*]

_____
[*name and address of building, contract date and number*]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

_____ Signature _____ Date

_____ Print Name

_____Print Name of Employer

Sufficient Funds Declaration
(Labor Code section 2810)
To Be Executed by Bidder and Submitted with Bid

Owner: Feather River Community College District
Contract for: Hay and Calving Barn Project

I, _____, declare that I am the _____ of _____, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ [insert name of entity] to comply with all local, state or federal labor laws or regulations during the performance of the Contract for the Project, including payment of prevailing wage, and that _____[the entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____20__, at _____[city], _____[state].

Date:_____ _____

Signature

Print Name: _____

Print Title: _____

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2(a))

Note: This document must be executed and submitted with the bid.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) or you as a sole proprietorship will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. Have an employee (if not a sole proprietorship), who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)

   c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

   If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____ _____
Signature

Name: _____ Title: _____

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor, and no sole proprietor, who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and

unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

Yes No
[ ] [ ] Employees or sole proprietor will have more than limited contact with students as determined by Owner, or if by Contractor, please explain:

_____
_____

If yes, the following steps will be taken to ensure student safety (check):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] Employees (if not a sole proprietorship) will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

_____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

[ ] Owner agrees: Employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

_____
Signature
Typed Name:_____
Title: _____

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

SECTION 08 33 00

ROLLING SERVICE DOORS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Manual and electric operated overhead rolling doors.

1.2. RELATED SECTIONS

A. 133419 Metal Building Systems.

1.3 SYSTEM DESCRIPTION

A. Design Requirements:

1. Cycle Life:
   a. Standard construction for normal use of up to 20 cycles per day maximum, and a life cycle expectancy of up to 50,000.

1.4 SUBMITTALS

A. Reference Section 01 33 00 Submittal Procedures; submit the following items:
1. Product Data.
2. Shop Drawings.
3. Quality Assurance/Control Submittals:
   a. Provide proof of manufacturer ISO 9001:2015 registration.
   b. Provide proof of manufacturer and installer qualifications - see 1.4 below.
   c. Provide manufacturer's installation instructions.
4. If it is not the specified product, supply certificate of compliance to specification.
5. Closeout Submittals:
   a. Operation and Maintenance Manual.
   b. Document stating that installed materials comply with this specification.
   c. Warranty documentation.

1.5 QUALITY ASSURANCE

A. Qualifications:
1. Manufacturer Qualifications: ISO 9001:2015 registered and a minimum of five years' experience in producing doors of the type specified.
2. Installer Qualifications: Manufacturer's approval.

1.6 DELIVERY STORAGE AND HANDLING

A. Follow manufacturer's instructions.

1.7 WARRANTY

A. Standard Warranty: Two years from date of shipment against defects in material and workmanship.

B. Maintenance: Submit for owner's consideration and acceptance of a maintenance service agreement for installed products.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Manufacturer:
   1. Cornell: 24 Elmwood Ave., Mountain Top, PA 18707, Phone: (800) 233-8366.

B. Alternates:
   1. Cookson.
   2. Clopay Building Products.
   3. Overhead Door.

2.2 PRODUCT INFORMATION

A. Model: ESD10 or equal.

B. Capable of withstanding positive and negative wind loads of 20 psf (940 Pa), without undue deflection or damage to components.

2.3 MATERIALS

A. Curtain:
   1. Slats:
      a. Galvanized Steel: No. 5F (prefinished with GalvaNex™ Coating System or equal), Grade 40 steel, ASTM A 653 galvanized steel zinc coating. Gauge as required to meet performance requirements.
   2. Finish:
      a. Powder Coat:
         1) Zirconium pre-treatment followed by baked-on polyester powder coat. minimum 2.5 mils (0.065 mm) cured film thickness; ASTM D-3363 pencil hardness: H or better.
            a) Color as selected by Owner from manufacturer's color range.

B. Endlocks:
   1. Alternate slats each secured with two ¼" (6.35 mm) rivets. Fabricate interlocking sections with high strength nylon – available to 21'5" width. Provide endlocks/windlocks as required to meet specified wind load.

C. Bottom Bar
1. Configuration:
a. Extruded Aluminum (Standard to 21’4” opening width): Extruded aluminum alloy 6063-T5.
2. Finish:
a. Aluminum: Mill.
b. Powder Coat:
1) Zirconium pre-treatment followed by baked-on polyester powder coat. minimum 2.5 mils (0.065 mm) cured film thickness; ASTM D-3363 pencil hardness: H or better.
a) Stock color to match curtain gray.
b) Color as selected by Owner from manufacturer's color range.

D. Guides:
1. Fabrication:
a. Structural steel angles. Provide windlock bars as required, removable bellmouths, and bottom bar stoppers of same material.
2. Finish:
a. Powder Coat:
1) Zirconium pre-treatment followed by baked-on polyester powder coat. minimum 2.5 mils (0.065 mm) cured film thickness; ASTM D-3363 pencil hardness: H or better.

E. Counterbalance Shaft Assembly:
1. Barrel: Steel pipe capable of supporting curtain load with maximum deflection of 0.03 inches per foot (2.5 mm per meter) of width.
2. Spring Balance: Oil-tempered, heat-treated steel helical torsion spring assembly designed for proper balance of door to ensure that maximum effort to operate will not exceed 25 lbs. (110 N). Provide wheel for applying and adjusting spring torque.

F. Brackets:
1. Fabricate from minimum 3/16 inch (5 mm) steel plate with permanently lubricated ball or roller bearings at rotating support points to support counterbalance shaft assembly and form end closures.
2. Finish:
a. Powder Coat:
1) Zirconium pre-treatment followed by baked-on polyester powder coat. minimum 2.5 mils (0.065 mm) cured film thickness; ASTM D-3363 pencil hardness: H or better.
a) Color as selected by Owner from manufacturer's color range.

G. Hood:
1. Galvanized steel with reinforced top and bottom edges. Provide intermediate support brackets as required.
2. Finish:
a. Powder Coat:
1) Zirconium pre-treatment followed by baked-on polyester powder coat. minimum 2.5 mils (0.065 mm) cured film thickness; ASTM D-3363 pencil hardness: H or better.

a) Color as selected by Owner from manufacturer's color range, more than 180 colors.

H. Weatherstripping:
1. Bottom Bar: Replaceable, bulb-style, compressible EDPM gasket extending into guides

2.4 OPERATION

A. Manual ControlGard Chain Hoist: Provide chain hoist operator with endless steel chain, chain pocket wheel and guard, geared reduction unit, and chain keeper secured to guide. Chain hoist to include integral brake mechanism that will immediately stop upward or downward travel and maintain the door in a stationary position when the hand chain is released by the user.

B. Motor – Standard Use – Model MG (Industrial Duty Gear Head) Operator:
1. The operator must not extend above or below the door coil when mounted front-of-coil.
2. Rated for a maximum of 20 cycles per hour (not to be used for consecutive hours) cULus listed (to comply with UL requirements in the United States and Canada).
3. Totally Enclosed Non Ventilated gear head operators rated 1/3 hp as recommended by door manufacturer for size and type of door, 120Volts, 1Phase.
4. Provide complete with electric motor and factory pre-wired motor control terminals, maintenance-free solenoid actuated brake, and control station(s).
5. Motor shall be high starting torque, industrial type, protected against overload with an auto-reset thermal sensing device.
6. Primary speed reduction shall be heavy-duty, lubricated gears with mechanical braking to hold the door in any position.
7. Operator shall be equipped with an emergency manual chain hoist assembly that safely cuts operator power when engaged. A disconnect chain shall not be required to engage or release the manual chain hoist.
8. Operator drive and door-driven sprockets shall be sized for #50 roller chain.
9. Provide an integral motor mounted interlock system to prevent damage to door and operator when mechanical door locking devices are provided.
10. Operator shall be capable of driving the door at a speed of up to 9” per second or as recommended for door size.
11. Fully adjustable, driven linear screw-type cam limit switch mechanism shall synchronize the operator with the door.
12. The electrical contractor shall mount the control station(s) and supply the appropriate disconnect switch, all conduit and wiring per the motor operator wiring instructions.

C. Control Stations:
1. Surface mounted: "Open/Close/Stop" push buttons; NEMA 1 (standard).

D. Control Operation:
1. Constant Pressure to Close:
a. No entrapment protection device required.

2.5 ACCESSORIES

A. Locking:
   1. Padlockable slide bolt on coil side of bottom bar at each jamb extending into slots in guides. Provide interlock switches or motor mounted interlock switches.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates upon which work will be installed and verify conditions are in accordance with approved shop drawings.

B. Coordinate with responsible entity to perform corrective work on unsatisfactory substrates.

C. Commencement of work by installer is acceptance of substrate.

3.2 INSTALLATION

A. Install door and operating equipment with necessary hardware, anchors, inserts, hangers and supports.

B. Follow manufacturer's installation instructions.

3.3 ADJUSTING

A. Following completion of installation, including related work by others, lubricate, test, and adjust doors for ease of operation, free from warp, twist, or distortion.

3.4 CLEANING

A. Clean surfaces soiled by work as recommended by manufacturer.

B. Remove surplus materials and debris from the site.

3.5 DEMONSTRATION

A. Demonstrate proper operation to Owner's Representative.

B. Instruct Owner's Representative in maintenance procedures.

END OF SECTION

SECTION 133419

METAL BUILDING SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Metal Framing Components

B. Metal Wall Panels and Trim

C. Metal Roof Panels and Trim

D. Metal Building Accessories

1.2 RELATED SECTIONS

A. Section 083300 – Rolling Service Doors.

1.3 REFERENCE STANDARDS

A. American Institute of Steel Construction (AISC):
   1. AISC Specification for Structural Steel Buildings.
   2. AISC Serviceability Design Considerations for Low-Rise Buildings

B. American Iron and Steel Institute (AISI):
   1. AISI North American Specification for the Design of Cold-Formed Steel Structural Members

C. American Welding Society (AWS):
   1. AWS D1.1 / D1.1M – Structural Welding Code – Steel.
   2. AWS D1.3 / D1.3M – Structural Welding Code – Sheet Steel

D. Association for Iron & Steel Technology (AISE):
   1. AISE 13 – Specifications for Design and Construction of Mill Buildings.

E. ASTM International (ASTM):
   1. ASTM A 36 – Standard Specification for Carbon Structural Steel
   2. ASTM A 48 – Specification for Gray Iron Castings
   3. ASTM A 123 – Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
   4. ASTM A 307 – Specification for Carbon Steel Bolts and Studs, 60 000 psi Tensile Strength

5. ASTM A 325 – Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
6. ASTM A 354 – Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners
7. ASTM A 475 – Specification for Zinc-Coated Steel Wire Strand
8. ASTM A 490 – Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength
9. ASTM A 500 – Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
10. ASTM A 529 – Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.
11. ASTM A 563 – Specification for Carbon and Alloy Steel Nuts
12. ASTM A 572 – Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
13. ASTM A 653 / A 653M – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
14. ASTM A 792 / A 792M – Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process
15. ASTM A 992 – Standard Specification for Structural Steel Shapes.
16. ASTM A 1011 – Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
17. ASTM A 1039 – Specification for Steel, Sheet, Hot Rolled, Carbon, Commercial, Structural, and High-Strength Low-Alloy, Produced by Twin-Roll Casting Process
18. ASTM E 96 / E 96M – Standard Test Methods for Water Vapor Transmission of Materials.
19. ASTM E 108—Spread-of Flame Testing: Class 1A Rating.
20. ASTM E 283 – Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
21. ASTM E 331 – Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
22. ASTM E 1592 – Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference
23. ASTM E 1646 – Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference
24. ASTM E 1680 – Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems
25. ASTM E 2140 – Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head
26. ASTM F 436 – Specification for Hardened Steel Washers
27. ASTM F 1145 – Specification for Turnbuckles, Swaged, Welded, Forged
28. ASTM F 1554 – Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

F. CSA – Canadian Standards Association

G. CWB – Canadian Welding Bureau

H. IAS – International Accreditation Service

I. LGSI – Light Gauge Steel Institute

J. FM Global:
   1. FMRC Standard 4471 – Approval Standard for Class 1 Roofs for Hail Damage Resistance, Combustibility, and Wind Uplift Resistance.

K. Metal Building Manufacturers Association (MBMA):
   1. MBMA Metal Building Systems Manual

L. Underwriters Laboratories (UL):
   1. UL 580 – Standard for Tests for Uplift Resistance of Roof Assemblies

1.4 DEFINITIONS

A. Metal Building System: A building system that will employ:
   1. Either continuous or simple-span 'Z' or 'C'-shaped cold-formed purlins or open-web steel joists for support of the roof cladding.
   2. Simple-span 'Z' or 'C'-shaped cold-formed purlins or open-web steel joists for support of the steel wall cladding.
   3. Three-plate, built-up rigid space frames and/or cold-formed 'C' or hot-rolled I-shaped post-and-beam framing to support the roof and wall secondary members.
   4. All systems (cladding, roof and wall secondary, lateral primary framing, and longitudinal bracing) work together to provide resistance to vertical and lateral loading demands.

B. Gable Symmetrical: A continuous frame building with the ridge in the center of the building, consisting of tapered or straight columns and tapered or straight rafters. The sidewall girts may be continuous (by-passing the columns) or simple span (inset in the column line). The rafters may or may not have interior columns.

C. Gable Asymmetrical: A continuous frame building with an off-center ridge, consisting of tapered or straight columns and tapered or straight rafters. The eave height and roof slope may differ on each side of the ridge. The sidewall girts may be continuous (by-passing the columns) or simple span (flush in the column line). The rafters may or may not have interior columns.

D. Single-Slope: A continuous frame building which does not contain a ridge, but consists of one continuous slope from side to side. The building consists of straight or tapered columns and tapered or straight rafters. The sidewall girts may be continuous (by-passing the columns) or simple span (flush in the column line). The rafters may or may not have interior columns.

E. Lean-To (LTO): A building extension, which does not contain a ridge, but consists of one continuous slope from side to side. These units usually have the same roof slope and girt design as the building to which they are attached and supported by.

F. Roof Slope: Pitch expressed as inches of rise for each 12" of horizontal run.

G. Building Width: Measured from outside to outside of sidewall secondary structural member (girt).

H. Building Eave Height: A nominal dimension measured from the finished floor to top flange of eave strut.

I. Building Length: Measured from outside to outside of endwall secondary structural member.

J. Auxiliary Loads: Dynamic loads induced by cranes, conveyors, or other material handling systems.

K. Collateral Loads: The weight of any non-moving equipment or material, such as ceilings, electrical or mechanical equipment, sprinkler systems, plumbing, or ceilings.

L. Dead Load: The actual weight of the building system (as provided by the metal building supplier) supported by a given member.

M. Floor Live Loads: Loads induced on a floor system by occupants of a building and their furniture, equipment, etc.

N. Roof Live Loads: Loads produced by maintenance activities, rain, erection activities, and other movable or moving loads but not including wind, snow, seismic, crane, or dead loads.

O. Roof Snow Loads: Gravity load induced by the weight of snow or ice on the roof, assumed to act on the horizontal projection of the roof.

P. Seismic Loads: Loads acting in any direction on a structural system due to the action of an earthquake.

Q. Wind Loads: The loads on a structure induced by the forces of wind blowing from any horizontal direction.

1.5 DESIGN REQUIREMENTS

A. General:
   1. The building manufacturer will use standards, specifications, recommendations, findings and/or interpretations of professionally-recognized groups such as AISC, AISI, AWS, ASTM, CSA, CWB, MBMA, Federal Specifications, and unpublished research by MBMA as the basis for establishing design, drafting, fabrication, and quality criteria, practices, and tolerances. The Manufacturer's design, drafting, fabrication and quality criteria, practices, and tolerances shall govern, unless specifically countermanded by the contract documents.
   2. Design structural mill sections and built-up plate sections in accordance with:
      a. (US) code-appropriate edition of AISC's "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings", ANSI/AISC 360 ASD method.
      b. (Canada) CSA S16, “Design of Steel Structures”, latest edition.
   3. Cold-Formed steel structural members and panels will generally be designed in accordance with "Specifications for the Design of Cold-Formed Steel Structural Members", 2007 Edition, ANSI/AISI S-100-07 or CAN CSA S136-07.
   4. Design weldments per the following:
      a. Structural Welding
         a. (US) Design per AWS D1.1, “Structural Welding Code – Steel”, Latest Edition.
         b. (Canada) Design per CWB W59, “Welded Steel Construction (Metal Arc Welding)”, Latest Edition.

b. Cold-Formed Welding
    a. (US) Design per AWS D1.3, “Structural Welding Code – Sheet Steel”, Latest Edition.
    b. (Canada) Design per CWB W59, “Welded Steel Construction (Metal Arc Welding)”, Latest Edition.

B. Design Code:
1. Structural design for the building structural system shall be provided by the metal building system manufacturer for the following design criteria:
    a. Governing Building Code: California Building Code
    b. Year/Version: 2019
    c. Risk Category: II

C. Design Loads:
1. See structural drawings, sheet S1.0

D. General Serviceability Limits :
1. Deflection Limits shall be in accordance with the applicable provisions of the Metal Building Systems Manual (MBMA), latest edition.
2. Vertical Deflections:
    a. Roof Secondary (Purlins) – L/180
    b. Main Frame roof beams – L/180
3. Horizontal Deflections:
    a. Wall Secondary (Girts) – L/120
    b. Main Frames Drift, Wind– H/100 Seismic drift, as determined per ASCE7-16 Section 12.8.6 shall not exceed 0.025 x building height at the Transfer Building and Scale Canopy and 0.20 x building height at the Office Building.
4. Vertical deflection limits apply for snow load (50-year mean-recurrence interval) plus collateral load, or the code required live load. The horizontal drift and deflections limits apply for the loads induced by a basic wind speed corresponding to a 10 year mean-recurrence interval.

1.6 SUBMITTALS

A. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

B. Shop Drawings: Provide complete erection drawings for the proper identification and assembly of all building components. Drawings will show anchor bolt settings, transverse cross-sections, sidewall, endwall and roof framing, flashing and sheeting, and accessory installation details.

C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

D. Verification Samples: For each finish product specified, two samples, representing actual product, color, and patterns.

E. Certifications: Shop drawings and design analysis shall bear the seal of a qualified California Licensed Civil or Structural Engineer. Design analysis shall be on file and furnished by manufacturer.

F. Bill of Materials: Bills of material shall be furnished and shall include item weights.

G. Preventative Maintenance Manual.

H. Welder's Certifications: Certification of welder qualifications shall be furnished as specified by the Project Engineer.

I. Submit certification verifying that the metal standing seam roof system has been tested in accordance with ASTM E 1592 test protocols.

J. Delegated-Design Submittal: For metal building systems.
   1. Include analysis data indicating compliance with performance requirements and design data signed and sealed by the qualified California Licensed Civil or Structural Engineer responsible for their preparation.

1.7 QUALITY ASSURANCE

A. Manufacturer / Fabricator Qualifications:
   1. (US) All primary products specified in this section will be supplied by a single IAS AC 472 Accredited Manufacturer /Fabricator with a minimum of five (10) years' experience.

B. Weldments/Welder/Weld Inspection Qualifications:
   1. (US) Welding inspection and welding inspector qualification for structural steel shall be in accordance with AWS D1.1, "Structural Welding Code – Steel", latest edition. Welding inspection and welding inspector qualification for cold-formed steel shall be in accordance with AWS D1.3, "Structural Welding Code – Sheet Steel", latest edition.
   2. (Canada) The metal building manufacturer shall be certified per CWB W47.1, "Certification of Companies for Fusion Welding of Steel", latest edition.

C. Erector Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.

D. Design: Standard drawings and design analysis must bear the seal of a registered professional engineer. Design analysis must be on file and furnished by manufacturer upon request.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage and Handling Requirements:
   1. Store and handle materials in accordance with manufacturer's instructions.
   2. Keep materials in manufacturer's original, unopened containers and packaging until installation.
   3. Do not store materials directly on ground.
   4. Store materials on flat, level surface, raised above ground, with adequate support to prevent sagging.
   5. Protect materials and finish during storage, handling, and installation to prevent damage.

C. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

D. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

A. Building System Warranty:
   1. Furnish manufacturer's standard warranty for the metal building system, excluding paint.
   2. The manufacturer shall warranty the metal building system against failure due to defective material or workmanship for a period of one (1) year from date of shipment.
   3. The liability under this warranty shall be limited to furnishing, but not dismantling or installing, necessary replacement material F.O.B. manufacturer's plant. In no event shall the manufacturer be liable for loss of profits, or other incidental, consequential, or special damages.

B. Roof and Wall Paint Finish Warranty:
   1. Paint Systems:
      a. Furnish manufacturer's standard warranty for the metal panel paint system against chipping, peeling, blistering, fading in excess of 5 NBS Hunter units as set forth in ASTM-D-2244, and chalking in excess of 8 units as set forth in ASTM-D-4214.
      b. The warranty shall be for a period of 25 years from the date of shipment for PVDF paint systems.
      c. The warranty shall be for a period of 25 years from the date of shipment for silicone-polyester paint systems.
   2. Galvalume® Systems:
      a. Furnish manufacturer's standard warranty for the Galvalume® panels against rupture, structural failure, or perforation due to normal atmospheric conditions.
      b. The warranty shall be for a period of 20 years from the date of shipment for Galvalume® systems.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer:
   1. Nucor Building Systems.
   2. CBC Steel Buildings; a Nucor Company.
   3. Metallic Building Company.
   4. Varco-Pruden Buildings; a division of BlueScope Buildings North America, Inc.

B. Substitutions: Submit substitution request for approval.

2.2 MATERIALS

A. Primary Framing Steel:
   1. Steel for hot rolled shapes must conform to the requirements of ASTM Specifications A-36, A-572 or A-992, with minimum yield of 36 or 50 ksi, respectively.
   2. Steel for built-up sections must conform to the requirements of ASTM A-1011, A-1018, A-529, A-572 or A-36 as applicable, with minimum yield of 42, 46, 50, or 55 ksi as indicated by the design requirements.
   3. Round Tube must conform to the requirements of ASTM A-500 Grade B with minimum yield strength of 42 ksi.
   4. Square and Rectangular Tube must conform to the requirements of ASTM A-500 Grade B with a minimum yield strength of 46 ksi.
   5. Steel for Cold-Formed Endwall "C" sections must conform to the requirements of ASTM A-1011 or A-1039 Grade 55, or ASTM A-653 Grade 55 with minimum yield strength of 55 ksi.
   6. X-bracing will conform to ASTM A-36 or ASTM A-529 for rod and angle bracing or ASTM A-475 for cable bracing.

B. Secondary Framing Steel:
   1. Steel used to form purlins, girts and eave struts must meet the requirements of ASTM A-1011 or ASTM A-1039 Grade 55 for primed material or ASTM A-653 Grade 55 for galvanized material with a minimum yield of 55 ksi.
   2. Design Thicknesses – Gauge to be determined by design to meet specified loading conditions.

C. Panels:
   1. Roll-formed Galvalume®, pre-painted Galvalume® or Galvanized G90 Exterior-Side and G60 Interior-Side.
   2. Through-fastened panels must have:
      a. 50 percent minimum aluminum-zinc alloy coating and conform to ASTM A-792 or ASTM A-653 with a minimum yield of 50 ksi.
   3. Panel Finish:
      a. PVDF finish with 70 percent Kynar 500 or Hylar 5000 standard paint system with a 25-year finish warranty.

D. Panel Fasteners:
   1. For Galvalume® and Painted finished roof panels: Long Life Cast Zinc head.
   2. For wall panels: Coated carbon steel.
   3. Color of exposed fastener heads to match the wall and roof panel finish.
   4. Concealed Fasteners: Self-drilling type, of size required.

E. Flashing and Trim: Match material, finish, and color of adjacent components. Provide trim at rakes, including peak and corner assemblies, high and low eaves, corners, bases, framed openings and as required or specified to provide weathertightness and a finished appearance.

F. Sealant And Closures:
   1. Sidelaps: Factory applied non-skinning Butyl mastic.
   2. Endlaps, Eave, Ridge Assembly, and Gable Flashings: Field applied 100% solids butyl-based elastomeric tape sealant, furnished in pre-cut lengths.
   3. Outside Closures: Closed-cell, plastic or metal
   4. Inside Closures: Closed-cell, plastic or metal

2.3 PRIMARY FRAMING

A. Rigid Frames: Fabricated as welded built-up "I" sections or hot-rolled sections. Frame type as shown on Architectural drawings, pinned base (fixed column bases are not allowed).

B. Rigid Frame Columns:
   1. Tapered

C. Rigid Frame Rafters:
   1. Tapered

D. Endwall Frames / Roof Beams: Fabricated as mill-rolled sections or built-up "I" sections depending on design requirements. Fabricate endwall columns of cold-formed "C" sections, mill-rolled sections, or built-up "I" sections depending on design requirements.

E. Finish: Red-Oxide or Gray Primer, per the manufacturer’s standard primer.

F. Field Bolted Connections: All field bolted connections shall be designed and detailed utilizing ASTM A-325 or A-490 depending on design requirement.

2.4 SECONDARY FRAMING

A. Purlins and Girts: Purlins and girts shall be cold-formed "Z" sections with stiffened flanges. Flange stiffeners shall be sized to comply with the requirements of the latest edition of AISI and LGSI. They shall be pre-punched at the factory to provide for field bolting to the rigid frames. They shall be simple or continuous span as required by design. Connection bolts will install through the purlin/girt webs, not purlin/girt flanges.

B. Purlins (Excluding Open Web Joists): Horizontal structural members which support roof coverings.
   1. Depth: To be determined by design.
   2. Maximum Length: To be determined by design.
   3. Finish: Pre-Coated Galvanized.

C. Girts: Horizontal structural members that support vertical panels.
   1. Depth: To be determined by design
   2. Maximum Length: To be determined by design.
   3. Finish: Pre-Coated Galvanized.

D. Eave Struts: Unequal flange, cold-formed "C" sections or “Z” purlins.
   1. Depth: To be determined by design.
   2. Maximum Length: To be determined by design.
   3. Finish: Pre-Coated Galvanized.

E. Base Framing: Base members to which the base of the wall covering may be attached to the perimeter of the slab. Secured to the concrete slab with mechanical anchors.
   1. Formed base sill.
   2. Base channel.
      a. With flashing.
      b. Without flashing.
   3. Base angle.
      a. With flashing.
      b. Without flashing.
   4. Base girt.
      a. With flashing.
      b. Without flashing.
   5. Finish: Pre Coated Galvanized.

2.5 ROOF PANELS

A. R Panel Style: A through-fastened roof panel with 1 1/4 inch (32mm) ribs at 12 inches (305mm) on center. The area between the ribs is reinforced to minimize oil-canning.
   1. Gauge: 26 Min.
   2. Dimensions: 36 inches (915mm) wide by 1 1/4 inch (32mm) high.
   3. Finish/Color: As selected by owner.

2.6 WALL PANELS

A. R Panel Style: A through-fastened sidewall panel with 1 1/4 inch (32mm) ribs at 12 inches (305mm) on center. The area between the ribs is reinforced to minimize oil-canning.
   1. Gauge: 26 Min.
   2. Dimensions: 36 inches (915mm) wide by 1 1/4 inch (32mm) high.
   3. Finish/Color: As selected by owner.

2.7 ACCESSORIES

A. Roof Line Trim:
   1. Trim Type: Simple Eave/Rake Trim.

B. Purlin Extensions: Overhanging or projecting roof structure at the end of a building where noted.

C. Framed Openings: Used to frame out doors, windows, louvers, and any other openings. Refers to the framing members and flashing which surround an opening and includes jambs, header and or sill, trim, and fasteners.

D. Walk Doors: Personnel entry doors.
   1. Size: As noted on the Contract Drawings.
   2. Accessories: As noted on the Contract Drawings

2.8 PANEL FINISHES

A. Roof and Soffit Panel:
   1. PVDF finish with 70 percent Kynar 500 or Hylar 5000 standard paint system with a 25-year finish warranty.
      a. Color: Per owner, selected from manufacturer’s standard colors

B. Wall and Liner Panel:
   1. PVDF finish with 70 percent Kynar 500 or Hylar 5000 standard paint system with a 25-year finish warranty.
      a. Color: Per owner, selected from manufacturer’s standard colors

2.9 INSULATION

A. Laminated Fiberglass: Owens-Corning Fiberglas, NAIMA 202, "Certified R" metal building insulation or equal.
   1. TIMA Insignia and Insulation Thickness: Ink-jet printed on fiberglass.

B. Back-Fill Insulation: Owens-Corning Fiberglas unfaced "Metal Building Insulation Plus".

C. Roof Insulation:
   1. Certified R-Value: R-19 with wmp-10 facing.

D. Wall Insulation:
   1. Certified R-Value: R-13 with wmp-10 facing from 7’-6” above finished floor to roof.

2.10 WALL ACCESSORIES

A. Service Doors - General:
   1. Doors for cylindrical locks: SDI 100, Grade 1, Model 1 (1-3/4 inches thick minimum 20 gage steel face sheets).
   2. Doors for mortise locks or panic devices: SDI 100, Grade 2, Model 1, 1-3/4 inches thick minimum 18 gage steel face sheets.
   3. Type: Full flush.

4. Frames: SDI 100, modified drywall type, 5-3/4 inch jamb depth minimum 16 gage steel; self-framing and self-flashing.
5. Hardware reinforcements: Comply with SDI 100; locate so that door and frame are non-handed.
6. Finish: Two-coat baked-on paint on all exposed surfaces, apply after cleaning and chemical treatment for corrosion resistance and paint adhesion; manufacturer's standard bronze color.
7. Weather stripping: At jambs, head and sill, complying with water and air resistance requirements of SDI 115 and SDI 116.
8. Hardware:
    a. One key in-knob cylindrical lockset per opening, ADA compliant, lever type.
    b. One mullion and one pair surface bolts per double door opening.
    c. Three full mortise hinges per leaf, one with non-removable pin.

2.11 FABRICATION

A. General:
1. Shop-fabricate all framing members for field bolted assembly. The surfaces of the bolted connections must be smooth and free from burrs or distortions.
2. Shop connections must conform to the manufacturer's standard design practices as defined in this section. Certification of welder qualifications will be furnished when required and specified in advance.
3. All framing members must carry an identifying mark.

B. Primary Framing:
1. Plates, Stiffeners and Related Members.: Factory weld base plates splice plates, cap plates, and stiffeners into place on the structural members.
2. Bolt Holes and Related Machining: Shop fabricate base plates, splices and flanges to include bolt connection holes. Shop fabricated webs to include bracing holes.
3. Secondary structural connections (purlins and girts) to be ordinary bolted connections, which may include welded clips.
4. Manufacturer is responsible for all welding inspection in accordance with the manufacturer's IAS Accreditation or CAN/CSA A660 Certification. Special inspection by the buyer or owner may be done in the manufacturer's facility and must be noted on the Contract Documents.
5. Non-Destructive Testing (NDT) - NDT shall be performed and documented as required by the governing building code for this project.

C. Zee Purlins:
1. Fabricate purlins from cold-formed "Z" sections with stiffened flanges. Size flange stiffeners to comply with the requirements of the latest edition of AISI. Connection bolts will install through the webs, not the flanges.

D. Girts
1. Girts must be simple or continuous span as required by design. Connection bolts will install through the webs, not the flanges.

E. Bracing:
1. Diagonal Bracing:
    a. Wind bracing in the roof and/or walls need not be furnished where it can be shown that the diaphragm strength of the roof and/or wall covering is adequate to resist the

applied wind or seismic forces. Diagonal bracing in the roof and sidewalls may be used to resist longitudinal loads (wind, crane, etc.) in the structure if diaphragm action cannot be used.

b. Diagonal bracing will be furnished to length and equipped with hillside washers and nuts at each end. It may consist of rods threaded each end or galvanized cable with suitable threaded end anchors. If load requirements so dictate, bracing may be of structural angle and/or pipe, bolted in place.

2. Special Bracing: When diagonal bracing is not permitted in the sidewall, a rigid frame type portal or fixed base column will be used. Shear walls can also be used where adequate to resist the applied wind or seismic forces.
3. Flange Braces: The compression flange of all primary framing must be braced laterally with angles connecting to the bottoms chords of purlins or to the webs of girts so that the flange compressive stress is within allowable limits for any combination of loading.
4. Bridging:
   a. Laterally bridge the top and bottom chords of the open-web bar joists as required by design thereof and specified on the building erection drawings.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

B. Before erection proceeds, survey elevations and locations of concrete and masonry bearing surfaces and locations of anchor rods, bearing plates and other embedment's to receive structural framing, with Erector present, for compliance with requirements and metal building system manufacturer's tolerances.

C. Proceed with erection only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Provide temporary shores, guys, braces, and other supports during erection to keep structural framing secure, plumb, and in alignment against temporary construction loads equal in intensity to design loads. Remove temporary supports when permanent structural framing connections and bracing are in place, unless otherwise indicated.

3.3 INSTALLATION

A. The erection of the building system shall be performed by a qualified erector, in accordance with the appropriate erection drawings, erection guides and /or other documents furnished by manufacturer, using proper tools, equipment and safety practices.

B. Erection practices shall conform to “Common Industry Practices”, Section 6, MBMA (LR)-Building Systems Manual.
C. There shall be no field modifications to primary structural members except as authorized and specified by manufacturer.

3.4 PROTECTION

A. Protect installed products until completion of project.
B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

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Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the xx day of xx in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:

Feather River College
570 Golden Eagle Avenue
Quincy, CA 95971

and the Contractor:
(Name, legal status, address and other information)

TBD

for the following Project:

Feather River College Hay and Calving Barns
570 Golden Eagle Avenue
Quincy, CA 95971

(Paragraph deleted)
The Engineer of Record (EOR):

PACE Engineering, Inc.
1730 South Street
Redding, CA 96001
(530) 244-0202

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the EOR, dated May 14, 2021 , and enumerated as follows:

Drawings:

Number	Title
G1	Cover Sheet
A1.0	Hay Barn Floor Plan
A1.1	Calving Barn Floor Plan
A2.0	Hay Barn Exterior Elevation
A2.1	Calving Barn Exterior Elevation
S1.0	General Notes & Details
S1.1	Typical Details & Schedules
S2.0	Hay Barn Foundation Plan & Details
S2.1	Calving Barn Foundation Plan
E000	Electrical Specifications
E001	Electrical Schedules

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E002	One-Line Diagram
E201	Electrical Plans
E401	Electrical Details
E402	Title 24 Indoor Compliance Documents

Specifications:

Section	Title
133419	Metal Building Systems
083300	Rolling Service Doors

.3 addenda prepared by the Architect as follows:

Number	Date	Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement.

(Paragraphs deleted)

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Paragraphs deleted)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement.

[X] By the following date: November 30,2021

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

($)

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

Within 30 days of the invoice date

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Paragraphs deleted)

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

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§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million ($ 1,000,000) each occurrence, two million ($ 2,000,000) general aggregate, and two million ($ 2,000,000) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

(Table deleted)
(Paragraphs deleted)
§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

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§ 6.3 Intent
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of EOR's Drawings, Specifications and Other Documents
Documents prepared by the EOR are instruments of the EOR's service for use solely with respect to this Project. The EOR shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the EOR.

(Paragraphs deleted)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the EOR.

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§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and EOR's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or EOR have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and EOR that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

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§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, EOR, EOR's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 EOR OR OTHER OWNER'S REPRESENTATIVE

§ 9.1 The EOR or other Owner's Representative will provide administration of the Contract as described in the Contract Documents. The EOR or other Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The EOR or other Owner's Representative will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The EOR or other Owner's Representative will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The EOR or other Owner's Representative will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owner's Representative's observations and evaluations of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor.

§ 9.5 The EOR or other Owner's Representative has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The EOR will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the EOR or other Owner's Representative will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the EOR or other Owner's Representative will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the EOR or other Owner's Representative will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The EOR's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and EOR. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

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§ 10.2 The EOR may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner's Representative an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Owner's Representative may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Owner's Representative will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner's Representative determines is properly due, and notify the Contractor and Owner in writing of the Owner's Representative's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Owner's Representative's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Owner's Representative, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Owner's Representative has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

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§ 12.4.3 Neither the Owner nor the Owner's Representative shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner's Representative and the Owner's Representative will make an inspection to determine whether the Work is substantially complete. When the Owner's Representative determines that the Work is substantially complete, the Owner's Representative shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner's Representative will inspect the Work. When the Owner's Representative finds the Work acceptable and the Contract fully performed, the Owner's Representative will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner's Representative releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the EOR or other Owner's Representative as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

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§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the EOR requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Owner's Representative, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Owner's Representative, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- **.1** take possession of the site and of all materials thereon owned by the Contractor, and
- **.2** finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

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OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)* LICENSE NO.: JURISDICTION:

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