

OAKDALE IRRIGATION DISTRICT



CONTRACT DOCUMENTS AND SPECIFICATIONS FOR THE METAL BUILDING BID PACKAGE 2.1

MARCH 16, 2022

Prepared for:

**OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, California 95361**

Prepared by:



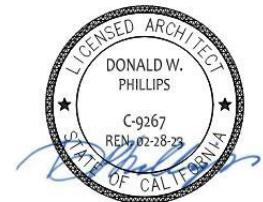
TETER

7535 N. PALM AVE. 201 | FRESNO, CA 93711 | 559.437.0887 T
125 S. BRIDGE ST. 150 | VISALIA, CA 93291 | 559.625.5246 T
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1218 K ST. 100 | MODESTO, CA 95354 | 209.577.2288 T
751 MARSH ST. 200 | SAN LUIS OBISPO, CA 93401 | 805.439.3353 T

ARCHITECTS ENGINEERS CONNECTED

1218 K STREET, SUITE 100
MODESTO, CALIFORNIA 93354 PHONE 209/577-2288 FAX 209/577-6726

PROJECT NO. 18.10850



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REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the Board of Directors of Oakdale Irrigation District is requesting bids from qualified contractors for construction of the **GREGER FACILITY** project. In general, the Work consists of furnishing all labor, materials and equipment necessary to design and supply the necessary components for the manufactured steel structures, in the Oakdale Irrigation District in Stanislaus County, in accordance with the Plans and Specifications.

1. Bids will be received by the Oakdale Irrigation District prior to **2:00:00 p.m. (local time) on Monday, April 25, 2022**, at the District's office at **1205 East F Street, Oakdale, CA, 95361** and following said deadline all bids that have been duly received in accordance with the Contract Documents will be opened via video conference line (link to be provided to registered plan holders and posted on the District website at least 48 hours prior to bid opening. Bids shall be submitted via email to dfreiwald@oakdaleirrigation.com with copy to scisneros@oakdaleirrigation.com. Bids received after said deadline or without the required DIR registration number will be returned unopened to the bidder. Facsimile (FAX) copies will not be accepted.
2. A **non-mandatory video pre-bid conference** will be held on **March 28, 2022, at 10:00 AM** hosted by Oakdale Irrigation District. All participants are requested to provide their email address to dfreiwald@oakdaleirrigation.com **prior to 9:00 AM** to allow the District to provide invitations to the meeting.
3. Bidders may view complete sets of the Contract Documents at the office of the Oakdale Irrigation District by appointment only. These same documents will be made available in PDF format, after March 16, 2022, on the Oakdale Irrigation District (OID) website via download for the convenience of the Bidder. The hardcopy at the location described above shall be the official Bid Set.
4. Prevailing Wage Rates: Pursuant to Section 1770, California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations. A copy of such prevailing rate is on file at the District office, which copy will be made available for examination during business hours to any party on request: Prevailing wage rate information is also available on the internet at the following website address: <http://www.dir.ca.gov/dlsr/PWD>.
5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
6. Bids shall be accompanied by a cashier's or certified check payable to the order of the District delivered to office before 2:00 pm on Monday April 25, 2022, amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to the District signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer an oath, in double the amount and over and above all statutory exemptions. In the event that the Bidder fails, within five (5) days after written notice that the Contract has been awarded to him, to enter into a Contract with the District, the District may award the Contract to the second lowest responsible Bidder. In such event, the amount of Bidder's security shall be applied by the District to the difference between the Bidder's Bid and the second lowest responsible Bid, and the surplus, if any, shall be returned to the Bidder if

OAKDALE IRRIGATION DISTRICT
GREGER FACILITY – PRE-MANUFACTURED METAL BUILDING

cash or a check is used, or to the surety on Bidder's bond if a bond is used.

7. Oakdale Irrigation District reserves the right after opening Bids to reject any or all Bids, to waive any informality or non-responsiveness in a Bid, or to make award to the lowest responsive, responsible Bidder based on the base bid amount and reject all other Bids, as it may best serve the interest of the District.
8. **Contractor's License Classification:** In accordance with the provisions of California Public Contract Code, Section 3300, the District has determined that bidder shall possess a valid Class B Contractor's License issued by the State of California at the time of Bid opening and for the duration of the contract. Failure to possess the specified licenses shall render the Bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of Bid opening. The Contractors' State License Board may be contacted at 9821 Business Park, Sacramento, CA 95827; PO Box 26000, Sacramento, CA 95826; (800) 321-2752.

Refer questions regarding this bid to Donald Phillips, Architect, 209-480-3386, or 209-577-2288 or donald.phillips@teterae.com.

BY THE ORDER OF OAKDALE IRRIGATION DISTRICT

Steve Knell, General Manager

March 16, 2022

Published: March 16,23 & 30 2022

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

- A. The Contract Documents include the Contract Agreement, the Request for Bids, the Instructions to Bidders, Bidding and Contract Documents - Division 0, General Requirements - Division 1, Technical Specifications – Divisions 5 & 13, the Bidder's Proposal as accepted (including the Bid Schedule), the Indemnity Agreement, the Non-collusion Affidavit, the required Bonds, Wage Scale (prevailing wages) the Plans, Profiles and Drawings, and any Addenda or Change Orders. Bidders must examine each of the Contract Documents, must visit the location of the Work and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the Work.
- B. All Bids must be presented via email to dfreiwald@oakdaleirrigation.com. Bids are required for the entire work described herein. Bids will be compared on the basis of the total of bid items in the Bid Schedule. Award, if made, will be based upon the lowest responsible bid submitted.
- C. The party to whom the Contract is awarded must possess a Class B Contractor's license valid in the State of California.
- D. The Bidder shall include all of the items listed in Section 00 43 93 – Bidder's Checklist in the Bid.
- E. Each Bid must be accompanied by a Bid Security payable to the Owner for ten percent (10%) of the total amount of the base Bid. In no event will security submitted by unsuccessful Bidders be held by the Owner for more than 60 days from the time of award of the Contract. The Bid Security of the successful Bidder will be retained until the Performance Bond and the Payment Bond have been executed and approved, after which the Bid Security will be returned.
- F. A Performance Bond and a Payment Bond in the amount of One Hundred percent (100%) each of the Contract Price, with a Corporate Surety approved by the Owner and the Architect, will be required for the faithful performance of the Contract. The Bidder shall state in the proposal the name and address of the Surety or Sureties, with Certificate Numbers, who will sign the Bonds in case the Contract is awarded to him.
- G. The party to whom the Contract is awarded will be required to execute the Contract Agreement, Performance Bond, Payment Bond, and Warranty Bond within ten (10) calendar days from the date when the written notice of the award of the Contract is mailed to the Bidder at the address given by him. In case of failure to do so, the Owner may at its option, consider that the Bidder has abandoned the Contract, in which case, the Bid Security accompanying the proposal shall become the property of the Owner and award may be made to second lowest responsible Bidder. Corporations must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents.
- H. **The Contractor shall begin Work within fourteen (14) calendar days** after receiving the Notice to Proceed by the Owner. The Contractor shall **complete the Shop Drawing Design and Structural Calculations Scope of Work by August 3, 2022. The production and delivery to the site of the metal building components shall be completed by August 16, 2023.** Time is of the essence and time of completion as specified will be enforced.
- I. The Contractor's attention is called to Section 00 52 15, addressing Liquidated Damages. It is agreed that the Contractor shall be liable for and shall pay to the Owner, as liquidated damages and not as a penalty, the listed sum per day for each calendar day of delay in completion of the

Design Drawings & Calculations or the Manufacturing of the Metal Building System Work from the dates of completion as specified herein or in any written extension of time granted by the Owner. Liquidated damages will be deducted from final payments.

- J. Before the award of the Contract, any Bidder may be required to furnish evidence satisfactory to the Owner and to the Architect of the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
- K. Prior to signing the Contract, the successful Bidder shall submit, on a form acceptable to the Owner and Architect, an overall construction schedule for the project. This schedule shall start with the proposed date of signing the Contract, and the completion date shall be no later than the date specified in the Contract.
- L. Bidders must satisfy themselves by personal examination of the location of the proposed work, and by examination of the Plans and Specifications as to the requirements of the Work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of the Bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- M. The Contract and the Specifications contain the provisions required for the construction of the project. No information obtained from any officer, agent, consultant, or employee of the Owner on any such matters shall in any way affect the risk or obligation assumed by the successful Bidder or relieve him from fulfilling any of the conditions of the Contract.
- N. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the Notice to Bidders and Instruction to Bidders may be rejected at the option of the Owner.
- O. A Bidder may withdraw any proposal he has submitted at any time prior to the hour set for the closing of the Bids provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing the Bids. The Bidder's Proposal shall then hold firm for thirty (30) days to enable the Owner to complete pre-construction arrangements prior to issuing any Notice of Award.
- P. Computation of quantities that will be the basis for payment estimates, both monthly and final, will be made by the Architect.
- Q. If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans and Specifications or other Contract Documents, or finds discrepancies in, or omissions from the Plans and Specifications, he may submit to the Owner a written Request for Interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum will be emailed to each Bidder receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.
- R. No substitution of subcontractors by the Bidder will be allowed or permitted except in accordance with the provisions of Public Contract Code Sections 4107 and 4107.5.
- S. The award of the contract, if made, will be within **thirty (30) calendar days** after the opening of bids, and satisfactory submittal of materials required prior to the formal award.
- T. The Oakdale Irrigation District reserves the right to accept or reject any or all bids, to evaluate the

bids submitted, and to award the Contract according to the proposal which best serves the interests of the District.

END OF SECTION

SECTION 00 41 43

BIDDER'S PROPOSAL

Oakdale Irrigation District is hereinafter called the Owner.

The work to be done and referred herein is in the West Oakdale Irrigation District and in Stanislaus County, State of California.

The work is to be constructed in accordance with the Specifications and contract annexed hereto.

The work to be done is shown on a set of Plans, entitled: "METAL BUILDING BID PACKAGE 2.1"

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, in the annexed proposed form of contract, and the Plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, 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 Architect as therein set forth, and that he will take in full payment therefor the following prices, to-wit:

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and became familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

**OAKDALE IRRIGATION DISTRICT
 GREGER FACILITY**

BID SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Total
STANDARD SCHEDULE BASE BID ITEMS					
1.	Mobilization/Demobilization, Bonds, and Insurance			LUMP SUM	\$
2.	Developments of Shop Drawings and Structural Calculations for Pre-Engineered Metal Buildings			LUMP SUM	\$
3.	Production and delivery to the site of manufactured metal building structural frames (columns & beams), sheet metal roofing, sheet metal siding, secondary framing components for windows, man doors, rollup doors, mezzanine columns and beams and sheet metal decking.			LUMP SUM	\$
4.					
5.					
TOTAL BASE BID					\$

Bids are required for the entire work. Bids will be compared on the basis of the Base Bid amount exclusive of alternates. Oakdale Irrigation District reserves the right after opening Bids to reject any or all Bids, to waive any informality or non-responsiveness in a Bid, to select one, both or neither Add Alternate Bid Items based on availability of funding, or to make award to the lowest responsive, responsible Bidder based on the base bid amount and reject all other Bids, as it may best serve the interest of the District

The bidder shall set forth for each item of work, in clearly legible figures, total for the item in the respective spaces provided for this purpose. The "Total" column shall be the sum of all unit prices bid. If the total cost of any item, or the total bid, is inconsistent with the Unit Cost, or the sum of the Unit Costs, the Unit Costs shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within ten (10) days not including Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Accompanying this proposal is a Bid Security in the form of Cashier's Check, Certified Check or Bid Bond amount that equals at least ten percent (10%) of the total amount of the base bid.

BIDDER: _____

The names of all persons interested in the foregoing proposals as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

Licensed in accordance with an act providing for the registration of

Contractors, Class _____ License No. __

Contractor's DIR Registration Number: _____

By _____ _____
Signature of Bidder Dated

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-

partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: _____

MAILING ADDRESS: _____

BUSINESS PHONE: _____

CONTACT NAME: _____

CONTACT EMAIL: _____

END OF SECTION

SECTION 00 43 13
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and _____ as Surety, are hereby held
and firmly bound unto Oakdale Irrigation District, as OWNER, in the penal sum of

_____ Dollars (\$ _____), for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain
BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the
Greger Facility;

NOW, THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish bonds for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

California Surety Number

IMPORTANT – Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of California.

END OF SECTION

SECTION 00 43 36

**LIST OF
SUBCONTRACTORS**

TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH PROPOSAL

The bidder shall hereby designate the names and business addresses of each subcontractor who will perform work or labor, greater than 2% of the project costs, on the Project. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name as registered with the License Board.

1. State the name and place of business of each subcontractor licensed by the State who will (i) perform work or labor or render service to the Bidder for the Project contemplated in the Plans and Specifications or (ii) specially fabricate and install a portion of the work or improvement according to the detailed Drawings contained in the Plans and Specifications, in an amount in excess of two percent of the Bidder's total Bid.
2. State the portion of the Work that will be done by each subcontractor. List only one subcontractor for each portion as defined by the Bid.
3. Work not listed as subcontracted shall be performed by Bidder.
4. Subcontractors may not be substituted without cause. Subcontractor substitution procedure will be in accordance with State Contracts Code Section 4100, et seq.

Owner reserves the right to reject any subcontractor.

The following information is furnished relative to the specific portions of work listed below, and the subcontractor who will perform work or labor or render services to the undersigned related to the specific portions of work. Portions of work that will be performed by the same entity shall be filled out accordingly. Additional portions work and the associated subcontractor may be listed for informational purposes as desired by the bidder.

_____ Name of Subcontractor	_____ Trade	_____ Address (City, State)
_____ Name of Subcontractor	_____ Trade	_____ Address (City, State)
_____ Name of Subcontractor	_____ Trade	_____ Address (City, State)
_____ Name of Subcontractor	_____ Trade	_____ Address (City, State)
_____ Name of Subcontractor	_____ Trade	_____ Address (City, State)

END OF LIST OF SUBCONTRACTORS

SECTION 00 43 83

PRELIMINARY CONSTRUCTION SCHEDULE

The Contractor shall submit with his Bid a preliminary construction schedule for the Owner's review, including important milestones, assuming the Notice to Proceed is issued on May 25, 2022. The Preliminary Construction Schedule shall be in sufficient detail to show the chronological relationship of all activities of the project, including, but not limited to, estimated starting and completion dates of various activities, procurement of materials and scheduling of equipment. The Preliminary Construction Schedule shall reflect completion of all work under the contract within the specified time and in accordance with the Specifications. The Preliminary Construction Schedule will be used by the Owner in helping determine award of the contract.

DATE(S)		WORK ITEM
May 25, 2022		Notice to Proceed
August 3, 2022		Submittal of Shop Drawings and Calculations
October 5, 2022		Revisions to Shop Drawings per comments by the City of Oakdale Building Department
October 19, 2022		Resubmittal of Corrected Shop Drawings to the City of Oakdale Building Department
TBD		Assignment of Contract to Successful Prime General Contractor
August 16, 2023		FOB Delivery of PEMB components to Site

SECTION 00 43 93
BIDDER'S CHECKLIST

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.

Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

- Section 00 41 43 – Bidder's Proposal
- Section 00 43 36 – List of Subcontractors
- Section 00 43 83 – Preliminary Construction Schedule
- Section 00 45 13 – Bidder's Qualification Statement
- Section 00 45 16 - Non-Collusion Affidavit
- Section 00 45 26 – Workers Compensation Certification
- Section 00 45 47 – PCC 10162 –Questionnaire on Disqualification
- Section 00 45 48 – PCC 10232 – Statement on Contempt
- Section 00 45 49 – Certification for Federal Regulations, Title 49
- Section 00 45 51 – Labor and Other Code Requirements Certificate

- All issued Addenda
- Bid Security attached to front of Proposal in the form of (check one):
 - Certified Check
 - Bidder's Bond (Section 00 43 13)
 - Cashier's Check
 - Cash

SUBMITTED BY:

Name of Company _____

Contact Name _____

Address _____

City _____ State _____ Zip _____

Phone No. _____ Fax No. _____

Contractor's License No. _____ Class: _____

State DIR Registration No. _____

Documents required on the checklist but not included with your bid may render your bid non-responsive and ineligible for award. Bids received by the scheduled bid opening time will be opened and publicly read but are subject to verification that all required documents have been submitted.

END OF SECTION

SECTION 00 45 13

BIDDER'S QUALIFICATION

PROJECT: Oakdale Irrigation District
Greger Facility

OID General Manager

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Name of Organization)

(Owner, Partner, Corporate Officer (list title))

(Address and Telephone Number)

1) EXPERIENCE AND REFERENCES

List three (3) or more past (or current) projects of similar size and scope to this project by completing the table below (or attaching information required in the table):

REFERENCE #1
Project name:
Owner:
Project location:
Contract amount (\$):
Completion date:
Project description:
Reference contact name and phone number:

GREGER FACILITY

REFERENCE #2
Project name:
Owner:
Project location:
Contract amount (\$):
Completion date:
Project description:
Reference contact name and phone number:
REFERENCE #3
Project name:
Owner:
Project location:
Contract amount (\$):
Completion date:
Project description:
Reference contact name and phone number:

GREGER FACILITY

2) CONTRACTOR FINANCIAL INFORMATION

a) List name, address, and phone number of bonding company used by your organization.

b) List name, address, and phone number of a banking institution familiar with your organization.

c) State whether your organization has been subject of bankruptcy, failed business, or failed to complete a contract.

Signed: _____

Name

Date

**SECTION 00 45 16
NON-COLLUSION AFFIDAVIT**

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: Oakdale Irrigation District

GREGER FACILITY

TO: OID General Manager

(Name)

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

(Owner, Partner, Corporate Officer (list title))

of _____
(Bidding Entity)

The party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Title 23 United States Code Section 112)

(Calif. Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

Signed: _____

Name

Date

SECTION 00 45 26
WORKER'S COMPENSATION CERTIFICATION

STATE OF CALIFORNIA)

COUNTY OF STANISLAUS)

The undersigned is aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability of worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and the undersigned will comply with such provisions, and will require all subcontractors to comply with such provisions, before commencing the performance of the work of this Contract.

Date:

Contractor Signature

END OF SECTION

SECTION 00 45 47
PUBLIC CONTRACT CODE SECTION 10162
QUESTIONNAIRE ON DISQUALIFICATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

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

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

Yes _____ No _____

If the answer is Yes, explain the circumstances in the space below:

NOTE: The above Questionnaire is part of the Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

By _____
Signature of Bidder

Date

SECTION 00 45 48

**PUBLIC CONTRACT SECTION 10232
STATEMENT ON CONTEMPT**

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

In accordance with Public Contract Code Section 10232, the Contractor, hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By _____
Signature of Bidder Date

SECTION 00 45 49

FEDERAL REGULATIONS CERTIFICATION AND DISCLOSURE

PROJECT: Oakdale Irrigation District
Greger Facility

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT OF SUSPENSION CERTIFICATION

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

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

() No Exceptions

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

Note: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29, Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: _____

By: _____ Date: _____

Title _____

SECTION 00 45 51

LABOR AND OTHER CODE REQUIREMENTS PROGRAM

1 - FEDERAL/STATE WAGE RATE CLAUSES

Pursuant to the provisions of Part 7 Chapter 1 (beginning with Section 1770) of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and the Davis-Bacon prevailing rate of per diem wages, 29 CFR 5.5 as determined by the U.S. Department of Labor, Employment Standards Administration. Where the requirements of the State of California Department of Industrial Relations and the Davis-Bacon prevailing rate of per diem wages conflict, the higher of the two will be used. State of California prevailing wage schedules for Fresno County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at <http://www.dir.ca.gov/dlsr/PWD>.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

Pursuant to the provisions of Labor code section 1773, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work. Copies of the prevailing rate of per diem wages are on file at the Owner's principal office and shall be made available to any interested party on request. The Contractor shall cause a copy of the Director's determination of the prevailing rate of per diem wages to be posted at a prominent place at the site of the Work. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of claim against the Owner. The Contractor shall comply with Labor Code section 1774 and 1775. In accordance with Labor Code section 1775, the Contractor shall forfeit as a penalty to the Owner not more than \$50 for each Day or portion thereof for each worker paid less than the prevailing rates as determined by the director for the Work or craft in which the worker is employed for any Work or by any subcontractor under the Contractor. The amount of this penalty shall be determined by the Director based on the factors set forth in section 1775. In addition to such penalty, the difference between such prevailing wage rates and the amount paid to each workman for each Day or portion thereof for each workman was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

2 - LABOR CODE SECTION 1776 COMPLETE PAYROLL RECORDS; CERTIFIED AND AVAILABLE

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public

work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management

Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

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

3 - LABOR CODE SECTION 1777.5 EMPLOYMENT OF PROPERLY REGISTERED APPRENTICES

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards

and who are parties to written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of

The hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director

determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

**4 - LABOR CODE SECTION 1810
DEFINITION: A LEGAL DAY'S WORK**

Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

**5 - LABOR CODE SECTION 1811
TIME OF SERVICE - CALENDAR WEEK**

The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

**6 - LABOR CODE SECTION 1812
ACCURATE LABOR RECORDS**

Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

**7 - LABOR CODE SECTION 1813
PENALTY FOR OVERTIME ON ANY PUBLIC WORK CONTRACT**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

**8 - LABOR CODE SECTION 1814
MISDEMEANOR**

Any officer, agent, or representative of the State or any political subdivision who violates any provision of this article and any contractor or subcontractor or agent or representative thereof doing public work who neglects to comply with any provision of Section 1812 is guilty of a misdemeanor.

**9 - LABOR CODE SECTION 1815
MINIMUM OVERTIME PAY**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the Labor code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

**10 - LABOR CODE SECTION 1860
CONTRACT PROVISION**

The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

**11 - LABOR CODE SECTION 1861
CONTRACTOR CERTIFICATION TO LABOR CODE SECTION 3700**

Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

**12 - LABOR CODE SECTION 6500 AND 6705
TRENCH EXCAVATION SAFETY PLANS**

1. The Contractor's attention is directed to the provisions of Labor Code section 6705 concerning trench excavation safety plans. Labor code section 6705 provides in relevant part:

No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

2. Before execution of the contract by the Owner, the Contractor shall submit to the Owner a copy of his permit for the project issued by Cal-OSHA.

If there is any non-compliance with said detailed plans, the Contractor shall stop forthwith all affected work until there is compliance in the opinion of the State Division of Industrial Safety. The Owner, Architect, officers, employees, consultants, and agents of the aforementioned, shall not be liable for costs incurred by the Contractor due to work stoppage, and the Contractor will not be given nor is entitled to an extension of time to complete the Work within the time set forth in this contract due to the work stoppage.

13 - NONDISCRIMINATION CLAUSE

1. During the performance of the Contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. Contractor's attention is also directed to Section 1735 of the Labor Code, which provides:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as

those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

3. Contractor’s attention is further directed to Section 1777.6 of the Labor Code, which provides:

“An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code.”

4. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**14 - DRUG-FREE WORKPLACE CERTIFICATION
CONTRACTOR:**

The contractor named below hereby certifies compliance with The Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) in matters relating to providing a drug-free workplace. The below named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person’s or organization’s policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - (a) Will receive a copy of the company’s drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company’s statement as a condition of employment on the contract.

15 - DEBARRED SUBCONTRACTOR PROHIBITION

(a) A public entity, as defined in Section 1100, may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

(c) The contractor shall complete and submit the separate Debarment Certification Form, included in the Appendix of these Specifications.

THE UNDERSIGNED CERTIFIES THAT, IN PERFORMANCE OF THE CONTRACT, THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS IN ADDITION TO OTHER LEGAL REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

END OF SECTION

SECTION 00 50 00

BID PROTEST PROCEDURES

BID PROTEST.

Any bid protest must be submitted in writing to Denise Freiwald (dfreiwald@oakdaleirrigation.com), Accountant, before 5:00 p.m. on the fifth working day following bid opening (the “Bid Protest Deadline”) and must comply with the following requirements:

General.

Only a Bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

For purposes of this Section, a “working day” means a day that District is open for normal business, and excludes weekends and holidays observed by District. For example, if the bid opening were on a Monday at 2:00 p.m., and the following Monday were a holiday observed by the District, bidders’ protests would be due by 5:00 p.m. on the Tuesday following the bid opening. Tuesday and Wednesday would be the first and second working days following the bid opening, respectively.

Protest Contents.

The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

Copy to Protested Bidder.

A copy of the protest and all supporting documents must be concurrently transmitted by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who submitted a bid lower than the bid submitted by the protesting bidder.

Response to Protest.

The protested bidder may submit a written response to the protest, provided the response is received by District before 5:00 p.m., on the fifth working day after the Bid Protest Deadline or the actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation.

Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

Copy to Protesting Bidder.

A copy of the response and all supporting documents must be concurrently transmitted by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who submitted a bid lower than the bid submitted by the protesting bidder.

Exclusive Remedy.

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

Right to Award.

The District reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

END OF SECTION

SECTION 00 51 00

NOTICE OF AWARD

TO:

PROJECT: Oakdale Irrigation District

Greger Facility

The Owner has considered the bid submitted by you for the above described Work in response to its Notice Inviting Bids dated _____, and the Instructions to Bidders.

You are hereby notified that your bid has been accepted, and the sum of the items amounts to \$_____.

You are required by the Instructions to Bidders to execute the Contract and provide the necessary bonds and insurance certificates within ten (10) calendar days from the date of this Notice.

If you fail to execute said Contract within ten (10) days from the date of this Notice, Owner will be entitled to consider all your rights arising out of Owner's acceptance of your bid as abandoned. Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of

Award to Owner. Dated this _____ day of _____, 2022 .

Oakdale Irrigation District
OWNER

By: _____
Steve Knell

Title: General Manager

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged

By: _____

this the _____ Day of _____, 2022

By: _____

Title _____

**END OF
SECTION**

SECTION 00 52 13
CONTRACT

THIS CONTRACT is made at Oakdale Irrigation District in Stanislaus County, California, by and between _____ hereinafter called the "Contractor," and the Oakdale Irrigation District, a District, hereinafter called the "Owner".

Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK. The Work to be Mobilization/Demobilization, Bonds, and Insurance, Developments of Shop Drawings and Structural Calculations for Pre-Engineered Metal Buildings, Production and delivery to the site of manufactured metal building structural frames (columns & beams), sheet metal roofing, sheet metal siding, secondary framing components for windows, man doors, rollup doors, mezzanine columns and beams and sheet metal decking to the project site, located at 1110 Kaufman Road, Oakdale, Stanislaus County, State of California.

The Contractor shall furnish all labor and materials, including tools, implements, and appliances required to construct the Work and shall perform and construct all Work in a good and workmanlike manner, free from any and all liens and claims including those of mechanics, materialmen, sub-contractors, artisans, machinists, teamsters, draymen and laborers required for the construction of the Work.

Contractor shall comply with and construct the Work in strict conformity with the Contract Documents, including that set of Plans, entitled: "OAKDALE IRRIGATION DISTRICT METAL BUILDING BID PACKAGE 2.1, dated March 14, 2022," all other Plans, Drawings, Specifications; and the provisions of this Contract.

ARTICLE II. CONTRACT DOCUMENTS. The Contract Documents shall consist of the following documents, each of which is on file in the office of the Owner and all of which are incorporated herein and made a part hereof by reference thereto: this Contract, including, Division 0 – Bidding and Contract Requirements, Division 1 - General Requirements, Division 5 and 13 - Technical Specifications, any Standard Specifications referenced, Plans, Profiles and Drawings, Addenda or Change Orders (if any), and Appendices. In the event of conflict between portions of the Contract Documents, refer to Section 01 00 05 – Specifications to resolve priority.

ARTICLE III. PAYMENT. In the manner, at the time and upon the conditions stated in the Contract Documents, Owner agrees to pay the Contractor in current funds for the performance of the Contract the sum of:

(Figures in Words)

(Figures in Numbers)

It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Bidder's Proposal, except where provisions are made in the Contract Documents whereby the estimated quantities shall constitute the final quantity.

Contractor is responsible for payment of prevailing wages in accordance with the provisions of Section 1770, et seq. of the Labor Code. Prevailing wage schedules for Stanislaus County are

available from the Department of Industrial Relations-Division of Labor Statistics & Research via the Internet at www.dir.ca.gov. A prevailing wage scale is also on file in the office of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA, and copies may be obtained upon request.

ARTICLE IV. TERMINATION. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions, including, but not limited to, failure to meet the time of commencement and time of completion requirements in Section 00 52 13, of the Contract Documents, or if he should refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-contractors or for material or labor, or disregard laws, ordinances or the instructions of the Architect, then the Owner may serve written notice upon the Contractor and his surety of material breach and its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the contract, and unless, within seven (7) days after the serving of such notice, Contractor performs as required by the Contract Documents or makes valid objection to termination, the contract shall, upon the expiration of said seven days, cease and terminate. If Contractor does not perform or make valid objection in response to such notice, then it waives all rights to perform the contract, to submit a claim for costs caused by the Owner's performance of the contract, or to object to the Owner withholding its costs in performing the contract.

In the event of any such termination, the Owner may immediately take over performance of the contract and prosecute the work to completion as provided below, if immediate action is required because exigent circumstances are reasonably determined to exist by the Owner, or serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within seven (7) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the seven (7) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by force account, either with its own forces or with a contractor of its choice, or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the Work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If the expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Architect.

When the contract has been terminated as provided above or elsewhere in the Contract Documents, such termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue.

ARTICLE V. SUSPENSION OF WORK. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Architect. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an extension of the Contract Times. Contractor may be entitled to an adjustment in the Contract Price that is directly attributable to any such suspension. A Change Proposal seeking adjustments in the Contract Price shall be submitted no later than 30 days after the date fixed for resumption of Work.

ARTICLE VI. WORKERS' COMPENSATION. Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the Work will so to comply with the said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-Insure should be provided the Owner.

ARTICLE VII. JOB SITE CONDITIONS. Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of the project Work, including safety of all persons and property; and that this requirement shall apply continuously and not be limited to normal working hours.

ARTICLE VIII. CHANGES IN THE WORK. New and unforeseen work will be classed as extra work when determined by the Owner that such work is not covered by any of the various items or combination of such items for which there is a bid price. In the event that portions of such work are determined by the Owner to be covered by some of the various items or combinations of such items for which there is a bid price, the remaining portion of such work will be classified as extra work. Extra work also includes work specifically designated as extra work in the Plans and Specifications. Refer to Section 00 63 44 – Changes to the Work.

ARTICLE IX. COMPLETION. Upon acceptance of the Shop Drawings and Structural Calculations by the City of Oakdale of the complete project permit drawings and issuance of a Building Permit the first portion of the Work shall be considered complete. The District will make payments for the Work minus the retention amounts.

Upon delivery and acceptance by the Prime General Contractor the Work will be considered complete. Final payments will be made by the Prime General Contractor. Before issuance of final payment, the Contractor shall submit Conditional Releases as specified in Section 00 52 21 – Waiver and Release Submittals, except that, in the case of disputed indebtedness or liens, the Contractor may submit, in lieu of evidence of payment, a Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated.

ARTICLE X. TIME OF PERFORMANCE. The Notice to Proceed is specified in Section 00 55 00 – Notice to Proceed. Beginning of Work and Time of Completion are specified in Section 01 11 00 – Description of Work and Schedule Constraints. Liquidated Damages are those specified in Section 00 52 15 – Liquidated Damages. All time limits stated in the Contract Documents are of the essence.

ARTICLE XI. INDEMNITY AND INSURANCE. Before commencing Work, the Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this Contract, as a minimum requirement, the insurance described in Section 00 73 15 - Indemnity Agreement. The Contractor shall furnish evidence of the required insurance coverages to the Owner prior to execution of the Contract Documents.

ARTICLE XII. ASSIGNMENT OF CLAYTON ACT AND CARTWRIGHT ACT RIGHTS.

Per Government Code Section 4552, in submitting its Bid and entering into the Contract or a subcontract to supply goods, services, or materials pursuant to the Contract, the Contractor or subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE XIII. ASSIGNMENT AND TRANSFER OF CONTRACT. The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the Owner and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

ARTICLE XIV. CLAIMS AND DISPUTE RESOLUTION. Claims and disputes shall be resolved in accordance with the provisions of Public Contracts Code Section 9204, as set forth in Section 00 64 00 of these specifications.

ARTICLE XV. HEADINGS AND INTERPRETATION. The headings in the Contract Documents are solely for the convenience of the parties, and are not intended to and shall not be construed to in any way limit Contractor's duties with respect to the performance of the Work as provided in the Contract Documents. Any uncertainty or ambiguity in the language of this Contract or the Contract Documents shall not be construed against the party drafting the same, but shall be construed as if both parties prepared the same and any provision to the contrary in Civil Code § 1654 is waived by the parties.

ARTICLE XVI. REMEDIES. The remedies given to Owner in the Contract Documents shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law.

If any provision of the Contract Documents is void or unenforceable, the same shall in no way affect the validity or enforceability of any other provision of the Contract Documents or the validity or enforceability of this Contract as a whole.

This Contract shall be binding upon and shall inure to the benefit of the parties hereto, as well as their respective heirs, successors and assigns.

IN WITNESS WHEREOF, they had executed this Contract this

_____ day of

_____, 2022.

Oakdale Irrigation District

Contractor

Owner

By _____

By _____
Steve Knell, General Manager

**END OF
SECTION**

SECTION 00 52 15
LIQUIDATED DAMAGES

PART 1 GENERAL

1.1 LIQUIDATED DAMAGES

- A. The Contractor shall pay to the Owner the sum of

FIVE HUNDRED DOLLARS (\$ 500.00)

per day for each and every calendar day's delay in finishing the overall work in excess of the completion dates set forth in Section 01 11 00.

- B. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth above, damage will be sustained by the Oakdale Irrigation District, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Oakdale Irrigation District will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the Oakdale Irrigation District the sum set forth above per day for each and every calendar days delay in finishing the work in excess of the number of calendar days prescribed; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the Oakdale Irrigation District may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.
- C. It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of calendar days specified, the Architect shall have the right to increase the number of calendar days or not, as the Architect may deem best to serve the interest of the Oakdale Irrigation District and if the Architect decides to increase the number of calendar days, the Architect shall further have the right to charge to the Contractor, or the Contractor's heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the Architect may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of the extension, except that cost of final surveys and preparation of final estimate shall not be included in the charges.
- D. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named above for the completion of the work caused by acts of God or of the public entity, the City of Oakdale, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Architect in writing of the causes of delay within 15 days from the beginning of that delay. The Architect shall ascertain the facts and the extent of the delay, and the Architect's findings thereon shall be final and conclusive.
- E. No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Architect documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable

reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only physical shortage of material will be considered as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

- F. If the Contractor is delayed in completion of the work by reason of changes made by Oakdale Irrigation District or by failure of the Oakdale Irrigation District to acquire or clear right of way, or by any act of the Architect or of the Oakdale Irrigation District not contemplated by the contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted, and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time; provided that the Contractor shall notify the Architect in writing of the causes of delay within 15 days from the beginning of the delay. The Architect shall ascertain the facts and the extent of the delay, and the Architect's findings thereon shall be final and conclusive.

END OF SECTION

SECTION 00 52 17

CONTRACTOR'S RESPONSIBILITIES

PART 1 GENERAL

1.1 SUPERVISION AND SUPERINTENDENCE

- A. Contractor shall supervise, inspect, and direct the Work competently and apply such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the specific means, methods, techniques, sequence, or procedure of construction required to complete the project as specified by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent thereto who shall not be replaced without written notice to Architect except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

1.2 MAINTAINING TRAFFIC

- A. Traffic and Access: Contractor to coordinate work with the Owner and the City of Oakdale access as needed for delivery of Pre-Manufactured Metal Building components to the site.

1.3 EMERGENCIES

- A. In the event of an emergency or unusual conditions endangering life, the Work, or adjacent property, the Contractor may, without special instructions or authorization, act at his discretion to prevent or eliminate such danger. If the Architect determines that a change in the Contract Documents is required due to the action taken by the Contractor in response to such an emergency, a change order will be issued.

END OF SECTION

SECTION 00 52 19

OWNER'S RIGHTS AND RESPONSIBILITIES

PART 1 GENERAL

1.1 COMMUNICATION TO CONTRACTOR

- A. Except as otherwise provided in these Contract Documents, all communications to Contractor shall be through Owner.
- B. Contractor's sole point of contact shall be Owner or Owner's designated representative.

1.2 LAND AND EASEMENTS

- A. Owner will provide full access to the project site for Contractor's use, throughout the duration of the Project.

1.3 AUTHORIZED VARIATIONS IN WORK

- A. Owner may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided within the Contract Documents.

1.4 REJECTING DEFECTIVE WORK

- A. Owner will have authority to reject Work which Owner believes to be defective, or that Owner believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

1.5 DEFECTIVE WORK

- A. If Contractor fails to correct defective work promptly after receipt of notice by the Owner or Architect, Owner may order defective work done by others after seven days' written notice to Contractor for remedy or correction of any such deficiency.
- B. All claims, costs, losses, and damages sustained by Owner in exercising the right to remedy deficiencies, will be charged against the Contractor.

1.6 *LIMITATIONS ON OWNER'S RESPONSIBILITIES*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- B. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Review of any part of the Work by the Owner shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

END OF SECTION

SECTION 00 52 21

WAIVER AND RELEASE SUBMITTALS

1.1 GENERAL INSTRUCTIONS FOR WAIVER AND RELEASE (LIEN WAIVER) SUBMITTALS

- A. Waivers and Releases must be submitted, on forms provided by Owner or on equivalent forms supplied by Contractor. Copies of said forms, which comply with Civil Code Sections 8132 through 8138, are attached at the end of this Section.
- B. Comply with Section 01 20 00 - Measurement and Payment.
- C. Waiver and Release submittal sequence:
 - 1. Upon initial submittal for progress payment, submit for each subcontractor, material or equipment supplier a "**Conditional Waiver And Release Upon Progress Payment**". If initial submittal is also a final submittal for any or all subcontractors, material or equipment suppliers, submit a "**Conditional Waiver And Release Upon Final Payment**" for those suppliers or subcontractors.
 - 2. Upon each subsequent submittal for progress payment, submit for each subcontractor, material or equipment supplier a "**Conditional Waiver And Release Upon Progress Payment**" for the total amount through the current progress payment. Also submit an "**Unconditional Waiver And Release Upon Progress Payment**" reflecting the previous progress payment aggregate sum.
 - 3. Upon submittal for final progress payment, submit for each subcontractor, material or equipment supplier a "**Conditional Waiver And Release Upon Final Payment**". Also submit an "**Unconditional Waiver And Release Upon Progress Payment**" reflecting the previous progress payment aggregate sum.
 - 4. Prior to final payment, submit for each subcontractor, material or equipment supplier a "**Conditional Waiver And Release Upon Final Payment**".
 - 5. Upon receipt of final payment, Contractor shall submit an "**Unconditional Waiver And Release Upon Final Payment**".

END OF SECTION

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exception

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant’s Signature: _____

Claimant’s Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exception

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

SECTION 00 55 00
NOTICE TO PROCEED

TO: (Successful Bidder)

PROJECT: Oakdale Irrigation District
Greger Facility

DATE:

You are hereby notified to commence work in accordance with the Contract dated _____, on or before _____. **You are to complete the WORK by June 7, 2023.**

OWNER – Oakdale Irrigation District

By:___ Steve Knell, General Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ this _____ day of _____, 2022.

By: _____

Title: _____

END OF SECTION

SECTION 00 61 00

BOND REQUIREMENTS

PART 1 GENERAL

1.1 GENERAL

- A. All bonds required, whether Bid bonds, Performance, Payment, or other bonds, shall be issued by an admitted surety insurer.
- B. The payment and performance bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure Section 995.630 are met.
- C. The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond.
- D. **Upon request of the Owner, the bidder shall submit the following documents:**
 - 1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
 - 2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
 - 3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
 - 4. A certified copy of the certificate of the listing status from the United States Department of the Treasury circular 570, as amended.
 - 5. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code § 173.
- E. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570.
- F. The expense of these Bonds shall be borne by the Contractor.

- G. If at any time a Surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, Contractor shall within twenty (20) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner.
1. The premiums on such Bond shall be paid by the Contractor.
 2. No further payment shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable BOND to the OWNER.

END OF SECTION

SECTION 00 61 13

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
Corporation, Partnership, or Individual)

(Name of Surety)

an admitted California Surety, California Certificate No.: _____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Oakdale Irrigation District, hereinafter called Owner, in the penal sum of:

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

Greger Facility

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall release or otherwise affect its obligation on this Bond, and it does hereby notice of any such change,

extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2022.

Principal
By _____ (s)

Address

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

Surety
By _____ (s)
Attorney-in-Fact

Address

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Address

*NOTES: Date of bond must not be prior to date of Contract.
If Contractor is a partnership, all partners must execute Bond.*

END OF SECTION

SECTION 00 61 16

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
Principal, and (Corporation, Partnership, or Individual)

(Name of Surety)

an admitted California Surety, California Certificate No.:',_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Oakdale Irrigation District,
hereinafter called Owner, in the penal sum of _____
_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, Principal and Surety bind themselves, their heirs,
executors, administrators, successors and assigns jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into
a certain contract with the Owner, dated the _____ day of
_____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

Greger Facility

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the
prosecution of the work provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal
and coke, repairs on machinery, equipment and tools, consumed or used in connection
with the construction of such work, and all insurance premiums on said work, and for all
labor performed in such work, whether by subcontractor or otherwise, then this obligation
shall be void, otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time alternation or addition to the terms of the

OAKDALE IRRIGATION DISTRICT
GREGER FACILITY – PRE-MANUFACTURED METAL BUILDING

Contract or to work to be performed thereunder of the Specifications accompanying the same shall release or otherwise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2022.

Principal

By_

(s)

Address

ATTEST:

(Principal)

Secretary

(SEAL)

Witness as to Principal

Address

Surety

By_

(s) Attorney-in-Fact

Address

ATTEST:

(Surety)

Secretary

(SEAL)

Witness as to Surety

OAKDALE IRRIGATION DISTRICT
GREGER FACILITY – PRE-MANUFACTURED METAL BUILDING

Address

*NOTES: Date of bond must not be prior to date of Contract.
If Contractor is a partnership, all partners must execute Bond.*

END OF SECTION

SECTION 00 63 44
CHANGES TO THE WORK

PART 1 GENERAL

1.1 GENERAL

- A. The provisions of Caltrans Standard Specifications section 9-1.04 are deleted and replaced by this section.

1.2 COST OF CHANGED WORK

- A. When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of that work shall be subject to the approval of the Architect and compensation will be determined as follows:
 - 1. To actual wages paid, a Labor Surcharge as specified in the California Department of Transportation publication entitled “Labor Surcharge and Equipment Rental Rates.”
 - 2. To actual wages paid, including the Labor Surcharge, a fee of 15%.
 - 3. To the costs incurred for materials purchased and equipment rental, a fee of 15%.
 - a. Equipment rental rates shall be computed on the basis of “Labor Surcharge and Equipment Rental Rates” referenced above.
 - 4. To the costs incurred for subcontracted work, a fee of 5%.
 - a. Basis of cost shall be the subcontractor’s written quote.
- B. For changes that result in a decrease in cost, the Contractor shall not be entitled to any compensation for loss of expected profit.

1.3 AUTHORIZATION REQUIRED

- A. Contractor shall not proceed with work outside the scope, lines or grades shown on the Plans or other documents without proper authorization. Necessary authorization shall be a Work Change Directive or Change Order, properly signed by the Architect and/or the Owner.
- B. Work done without proper or timely authorization will not be paid.

END OF SECTION

SECTION 00 64 00

CLAIMS AND DISPUTE RESOLUTION

PART 1 GENERAL

1.1 CLAIMS RESOLUTION PROCESS

- A. In accordance with Public Contract Code section 9204, should CONTRACTOR make a claim for (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the AGENCY; (2) payment by the AGENCY of money or damages arising from the work done by, or on behalf of, the CONTRACTOR pursuant contract, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (3) payment by the AGENCY of an amount that is disputed by the AGENCY, the CONTRACTOR shall send a demand by registered mail or certified mail with return receipt requested to the AGENCY.
- B. Upon receipt of a claim, the AGENCY shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) calendar days, shall provide the CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the AGENCY and CONTRACTOR may, by mutual agreement, extend the time period provided in this subdivision. The CONTRACTOR shall furnish reasonable documentation to support its claim.
- C. If the AGENCY needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the AGENCY's governing body does not meet within the forty-five (45) calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the AGENCY shall have up to three (3) calendar days following the next duly publicly noticed meeting of the AGENCY's governing body after the forty-five (45) calendar day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) calendar days after the AGENCY issues its written statement.
- D. If the CONTRACTOR disputes the AGENCY's written response, or if the AGENCY fails to respond to a claim within the time prescribed, the CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.
- E. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the AGENCY shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.
- F. Within ten (10) working days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the AGENCY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) calendar days after the AGENCY issues its written statement.

- G. Any disputed portion of the claim, as identified by the CONTRACTOR in writing, shall be submitted to nonbinding mediation, with the AGENCY and the CONTRACTOR sharing the associated costs equally. The AGENCY and the CONTRACTOR shall mutually agree to a mediator within ten (10) working days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation as may be provided in the Contract Documents. Unless otherwise agreed to by the AGENCY and the CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced. This section does not preclude the AGENCY from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- H. Failure by the AGENCY to respond to a claim from the CONTRACTOR within the time periods described in this section or otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the AGENCY's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- I. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent (7%) per annum.
- J. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the AGENCY because privity of contract does not exist, the CONTRACTOR may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the CONTRACTOR present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the AGENCY shall furnish reasonable documentation to support the claim. Within forty-five (45) days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the CONTRACTOR presented the claim to the AGENCY and, if the CONTRACTOR did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- K. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the AGENCY may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

END OF SECTION

SECTION 00 65 36
GUARANTY

The Contractor shall remain responsible for all defects in the Work, for a period of one (1) year following completion and acceptance of the Work by the Owner. Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty techniques, material furnished or methods of installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, the undersigned agrees to, upon demand by the Owner, replace any such materials and repair said work completely and without cost to the Owner, so that said work will function successfully as originally contemplated, or, upon demand, reimburse the Owner for its expenses incurred in restoring said Work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Prior to Owner exercising the option to have such repair or replacement performed by others, Owner shall notify undersigned of Owner's intent. Undersigned shall have 10 days to inspect the defective Work, materials and/or equipment and ascertain its condition. Full compensation for furnishing the guaranty will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefore.

Failure to timely perform the work, or to compensate Owner for Owner's repair expenditures, may result in Owner making a claim against Contractor's Warranty Bond per Section 00 65 38 of these specifications.

Date: _____
Contractor

END OF SECTION

SECTION 00 65 38
WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

an admitted California Surety, California Certificate No.: _____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Oakdale Irrigation District, hereinafter called Owner, in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2022 a copy of which is hereto attached and made a part hereof for the construction of:

GREGER FACILITY

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in making all necessary repairs, replacement, corrections or adjustments during the Warranty Period according to section 00 65 36, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall release or otherwise affect its obligation on this Bond, and it does hereby notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2022.

Principal

By _____(s)

Address

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

Surety

By _____(s)
Attorney-in-Fact

Address

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Address

*NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.*

END OF SECTION

SECTION 00 72 00
GENERAL CONDITIONS

PART 1 GENERAL

- 1.1 The General Conditions for this Project shall be Chapters 1 through 9, inclusive, of the Standard Specifications dated 2015 of the California Department of Transportation insofar as the same may apply and in accordance with Divisions 0 and 1 of these Specifications.
- 1.2 In case of conflict between the General Conditions and these Specifications, the order of precedence set forth in paragraph 1.1 D of Section 01 00 05, Specifications, of these Specifications.

END OF SECTION

SECTION 00 72 20

LEGAL RELATIONS AND RESPONSIBILITIES

PART 1 GENERAL

- 1.1 The following sections detail changes that shall apply to the State Standard Specifications, Chapter 7.
- 1.2 Contractor is advised that he shall be responsible to follow and abide by all applicable state laws, whether or not they are specifically cited below.

PART 2 CHANGES TO STATE STANDARD SPECIFICATIONS

- 2.1 **CERTIFIED PAYROLL RECORDS.** - Section 7-1.02K(3) provides email addresses for submittal of certified payroll records. These are not correct for the subject project. All certified payrolls shall be submitted electronically to the California Department of Industrial Relations per the DIR requirements, with an electronic copy to the Oakdale Irrigation District

All other rules for certified payrolls remain the same.

- 2.2 **LAWS TO BE OBSERVED.** - the original provisions of section 7-1.01 shall be deleted and the following substituted therefore:

7-1.01 Laws to be Observed. - The Contractor shall keep itself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He or she shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Work; and shall indemnify the Oakdale Irrigation District, and all officers and employees thereof connected with the Work, including but not limited to the Director of Architecting, Building and Capital Projects and the Architect, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree the Contractor shall forthwith report the same to the Architect in writing."

- 2.3 **INSURANCE REQUIREMENTS**

- A. Section 7-1.06B, Casualty Insurance, Section 7-1.06C, Worker's Compensation and Employer's Liability Insurance, and Sections 7-1.06D(1), Liability Insurance –

General and 7-1.06D(2), Liability Limits/Additional Insureds, shall be deleted and replaced with the requirements in Section 00 73 16 of these Specifications.

B. The remainder of Section 7-1.06 shall remain in full force and effect.

2.4 **ADDITIONAL PROVISIONS.** - The Following Additional Paragraphs A through H, Inclusive, Shall Be Inserted At The End Of Chapter 7 Of The Standard Specifications:

- A. **Contractor Not Responsible For Damage Resulting From Certain Acts of God.** - As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the Work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the Oakdale Irrigation District. The Contractor shall obtain insurance to indemnify the Oakdale Irrigation District for any damage to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.
- B. **Notice of Completion.** - in accordance with the Sections 3086 and 3093 of the California Civil Code, within 10 days after date of acceptance of the Work by the Oakdale Irrigation District, the Oakdale Irrigation District will file, in the County Recorder's office, a Notice of Completion of the Work.
- C. **Unpaid Claims.** - If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the Oakdale Irrigation District a Stop Notice as provided in Sections 3179 through 3210 of the Civil Code of the State of California, the Oakdale Irrigation District shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the Architect shall, in its discretion, permit the Contractor to file with the Oakdale Irrigation District the bond referred to in Section 3196 of the Civil Code of the State of California, said moneys shall not thereafter be withheld on account of such Stop Notice.
- D. **Retainage From Monthly Payments.** - Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the Oakdale Irrigation District to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Oakdale Irrigation District or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement for in-lieu construction payment retention provided by the Oakdale Irrigation District between the escrow agent and the Oakdale Irrigation District which provides that no portion of the securities shall be paid to the Contractor until the Oakdale Irrigation District has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The Oakdale Irrigation District will not certify that the Contract has been satisfactorily completed until at least 30 days after filing by the Oakdale Irrigation District of a Notice of Completion. Securities eligible for investment under Public

Contract Code Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit."

- E. **Removal, Relocation, or Protection of Existing Utilities.** - In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.

If the Contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he or she shall immediately notify the public agency and utility in writing.

The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

- F. **Contracts for Trenches or Excavations; Notice on Discovery of Hazardous Waste or Other Unusual Conditions; investigations; Change Orders; Effect on Contract.** - As required under Section 7104 of the Public Contracts Code, in any public works contract of a local public entity which involves the digging trenches or other, excavations that extend deeper than 1.2 meters (4 feet) below the surface shall be subject to the following conditions: The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity in writing, of any:

- (1) Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.'

G. **Resolution of Construction Claims.** - As required under Section 20104, et seq., of the California Public Contract Code, any demand of \$375,000 or less, by the Contractor for a time extension, payment of money, or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract; or payment of an amount which is disputed by the Oakdale Irrigation District shall be processed in accordance with the provisions of said Section 20104, et. seq., relating to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.

A single written claim shall be filed under this Article prior to the date of final payment for all demand resulting out of the Contract.

Within 30 days of the receipt of the claim, the Oakdale Irrigation District may request additional documentation supporting the claim or relating to defenses or claims the Oakdale Irrigation District may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within 15 days after receipt of the request. The Contractor shall respond to the request within 30 days or receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

Unless further documentation is requested, the Oakdale Irrigation District shall respond to the claim within 45 days if the amount of the claim is less than \$50,000, or within 60 days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the Oakdale Irrigation District shall respond within the same amount of time taken by the Contractor to respond, or 15 days, whichever is greater, after receipt of the information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the Oakdale Irrigation District, the Oakdale Irrigation District shall respond within the same amount of time taken by the Contractor to respond or 30 days, whichever is greater.

If the Contractor disputes the Oakdale Irrigation District's response, or the Oakdale Irrigation District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Oakdale Irrigation District within 15 days after the deadline of the Oakdale Irrigation District to respond or within 15 days of the Oakdale Irrigation District's response, whichever

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occurs first. The Oakdale Irrigation District shall schedule the meet and confer conference within 30 days of the request.

If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue the remedies authorized by law.

END OF SECTION

**SECTION 00 73 15
INDEMNITY AGREEMENT**

The undersigned Contractor (or supplier) by reason of contracts or purchase orders (and addenda and riders thereto) which have or may be entered into with the designated certificate holder, agrees the following conditions shall apply with respect to any and all work performed for or materials or equipment supplied to designated certificate holder.

The Contractor will indemnify and save harmless the Owner, the County of Stanislaus, the Oakdale Irrigation District, all other participating public agencies who have jurisdiction within the areas in which the work is to be performed (whether or not said agencies are named herein), their officers, directors, agents, employees, and consultants, from and against any and all claims, demands, causes of action, damages (including damages to County property or property of the participating agencies), costs or liabilities (including costs or liabilities of the County or the participating agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by performance of the contract, whether such performance by the Contractor, his subcontractor or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions or other legal proceeding which may be brought or instituted by third persons against the County, the Owner, the participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the County, the Owner, the participating agencies, their officers and employees in any such suit, action, or other legal proceedings.

Pursuant to Civil Code 2782 (A), Contractor shall have no obligation to indemnify or save harmless Indemnitees against loss or expense due to the sole negligence or willful misconduct of Owner, their officers, directors, agents, employees, and consultants, nor due to defects in design furnished by those persons.

Pursuant to Civil Code 2782 (B), Contractor shall have no obligation to indemnify or save harmless Indemnitees against loss or expense due to the active negligence of Owner.

Before commencing work, Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this Contract, as a minimum requirement, insurance coverages as set forth in Section 00 73 16, Insurance Requirements.

DATE: _____

ACCEPTED: _____

Owner, Partner or Officer

Witness-If Corp., Attest & Seal

COMPANY: _____

END OF SECTION

SECTION 00 73 16
INSURANCE REQUIREMENTS

Before commencing work, Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this Contract, as a minimum requirement, the following insurance coverages issued by a company or companies acceptable to the Owner. All insurance, excepting Workers' Compensation and Occupational Disease Insurance, shall include as additional insured: the Owner, the County of Stanislaus, and their officers, directors, agents, employees and consultants.

- 1) Worker's Compensation and Occupational Disease Insurance meeting the statutory requirements of the State of California; and Employer's Liability Insurance in an amount of at least \$1,000,000.00.

- 2) Comprehensive Liability Insurance with limits of:

Bodily Injury, Property Damage and Personal Injury - \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.

This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from: his operations, operations by sub-contractors, elevators, products, completed operations and contractual liability assumed under the indemnity provisions above insurance.

- 3) Automobile Liability on occurrence basis covering all owned, non-owned, and hired automobiles for limits of liability of:

Bodily Injury and Property Damage - \$1,000,000.00 each occurrence.

- 4) Builder's Risk Insurance is not required.

Contractor's Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x," "c," or "u" exclusions.

The certificate of insurance shall further provide that ten days notice of cancellation or reduction in coverage shall be given the Owner.

An Additional Insured Endorsement to Contractor's Liability insurance policy naming the County, the Owner, the United States and other participating public agencies (if applicable) and all officers and employees of the above, shall also be furnished.

Provided, however, that the limits of such insurance shall not limit the extent of such assumed responsibility and liability.

END OF SECTION

SECTION 01 00 01

SPECIFICATIONS

PART 1 GENERAL

1.1 GENERAL

- A. The Contractor shall keep on the job a copy of the Plans and Specifications and shall, at all times, give the Owner and Architect access thereto.
- B. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.
- C. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the Plans and Specifications but shall immediately call them to the attention of the Architect whose interpretation or correction thereof shall be conclusive.
- D. In case of conflict between portions of the Contract Documents, the order of precedence of Contract Documents shall be:
 - First: Permits from other agencies as may be required by law.
 - Second: Addenda
 - Third: Bid Documents, Division 0
 - Fourth: Technical Specifications, Division 2 through Division 33
 - Fifth: Plans
 - Sixth: General Requirements, Division 1
 - Seventh: State Standard Specifications
 - Eighth: Reference Documents
- E. Change Orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above. Detailed Plans shall have precedence over general Plans.
- F. Whenever any conflict appears in any portions of the Contract Documents, it shall be resolved by application of the order of precedence.

1.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

- A. For definitions of the Specifications categorized as General Requirements (Division 1) and Technical Specifications (Division 33) refer to Section 01 42 13 – Definitions and Abbreviations.

1.3 REFERENCE DOCUMENTS

- A. For a definition of Reference Documents and State Standard Specifications refer to Section 01 42 13 – Definitions and Abbreviations.

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- B. Throughout the following Specification sections, references are made to various widely published, standard and commercial specifications, manuals, or codes of technical societies, organizations, or associations. These specifications are intended to amplify the descriptions of materials, equipment, and construction systems. The Contractor shall caution each of his Subcontractors to become familiar with the contents of the pertinent portions of these Reference Documents. The following Reference Documents are the most widely used, and are cited or referred to in each of the following sections of these Specifications:
1. American Society of Testing Materials (ASTM)
 2. American National Standards Institute (ANSI)
 3. American Standards Associations (ASA)
 4. American Concrete Institute (ACI)
 5. Federal Specifications, as applicable.
 6. California Building Code
 7. California Plumbing Code
 8. National Electric Code
 9. Construction Safety Orders of the Division of Industrial Relations latest edition.
- C. Each citation of a Reference Document shall be construed to refer to the latest published revision of such specification as of the date of the invitation for bids and to such portions of it that relate and apply directly to the material or installation called for on this job. The Architect will give no consideration to any claimed ignorance as to what a cited Reference Document contains, since such Subcontractor on a project of this scope is deemed to be experienced and familiar with his own trade to be experienced and familiar with his own trade's generally accepted, published standards of quality.
- D. Whenever references are made to any of the above-mentioned Reference Documents or testing methods in the governing Building Codes, the requirements of those Reference Documents shall govern, insofar as they are not in contravention with maxima or minima prescribed by documents designated in the Building Code.

1.4 LIST OF DRAWINGS

A. The Work shall conform to the following Drawings:

TITLE	NUMBER OF SHEETS
General	2
Architectural	20
Structural	11

1.5 STATE STANDARD SPECIFICATIONS

A. For the purpose of this contract, the following terms or pronouns in place of them, used throughout the State Standard Specifications and defined in Section 1, Definition of Terms, of the State Standard Specifications, shall be as follows:

<u>TERMS</u>	<u>INTERPRETATION</u>
State	Oakdale Irrigation District
Department	Oakdale Irrigation District
Director	General Manager
Architect / Engineer	TETER, LLP
Department of Transportation	Oakdale Irrigation District
Contractor	The person or persons, co-partnership or corporation, private or municipal, who have entered into a contract with the Oakdale Irrigation District as party or parties of the second part, or his or her legal representative.

1.6 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The applicable standards of the American National Standards Institute and the National Fire Protection Association that have been adopted are hereby made a part of these Specifications as a whole and as mentioned in the various sections.
- B. Any errors, ambiguities, or inconsistencies of these standards with either the local codes, the Specifications, or the Drawings shall be brought to the attention of the Architect.

1.7 COMPLIANCE WITH ALL LAWS AND CODES

A. Contractor shall conform to and abide by all local city, county, state and federal laws,

rules, regulations, including industrial safety laws. Such laws shall be considered as essential parts of these Specifications and, in the absence of definite requirements herein, the provisions of such rules and regulations shall be observed by the Contractor. If the Drawings and/or Specifications are at variance therewith, Contractor shall so notify Architect promptly. Should the Contractor perform any work contrary to such laws, ordinances, rules and regulations he shall bear all costs arising therefrom.

- B. Where these Specifications, however, call for or describe materials workmanship or construction of a better quality, higher standard, or larger size than is required by said rules and regulations, the provisions of these Specifications shall take precedence over said rules and regulations. Contractor shall furnish, without any extra charge, all additional labor or materials, or both, when required for compliance with these rules and regulations.

END OF SECTION

SECTION 01 11 00

DESCRIPTION OF WORK AND SCHEDULE CONSTRAINTS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Work consists of furnishing all labor, materials and equipment necessary to Mobilization/Demobilization, provide Bonds, and Insurance, to development Shop Drawings and Structural Calculations for Pre-Engineered Metal Buildings as shown on the Drawings, production and delivery to the site of manufactured metal building structural frames (columns & beams), sheet metal roofing, sheet metal siding, secondary framing components for windows, man doors, rollup doors, mezzanine columns and beams and sheet metal decking., in the Oakdale Irrigation District in Stanislaus County, in accordance with the Plans and Specifications.
- B. The construction site is located in Stanislaus County, California at the intersection of Greger and Kaufman Road Oakdale, Stanislaus County, California.
- C. The primary components are generally described as follows:
 - 1. **Base Bid:** Design, manufacture and deliver to the site, FOB, four Pre-Engineered Metal Building components per the Drawings totaling 36,430 square feet. Coordination of delivery with the future Prime General Contractor is included in the Base Bid.
 - 2. **All other work including erection, will be completed under a Prime General Contract to be assigned at a later date.**

1.2 BEGINNING OF WORK

- A. The Contractor shall begin work within fourteen (14) calendar days after receipt of official Notice to Proceed from the Owner.

1.3 TIME OF COMPLETION

- A. The Contractor shall complete the Shop Drawing Design and Structural Calculations Scope of Work by **August 3, 2022**. The production and delivery to the site of the metal building components shall be completed by **August 16, 2023**. Time is of the essence and time of completion as specified will be enforced.
- B. The Contractor shall substantially complete all manufacturing/production of the metal building components and delivery to the site by **August 16, 2023** unless the period for completion is extended otherwise by the Contract Documents. The Contractor shall diligently prosecute the work to completion on or before the completion date indicated on the Notice to Proceed.

1.4 TIME CONSTRAINTS

- A. None other than stated above.

END OF SECTION

SECTION 01 11 05

ARCHITECT'S STATUS DURING CONSTRUCTION

PART 1 GENERAL

1.1 OWNER'S REPRESENTATIVE

- A. Architect will assist Owner with specific tasks during the construction period. The duties and responsibilities and the limitations of authority of Architect as Owner's representative during construction are set forth in these Specifications and will not be changed without written consent of Owner and Architect.

1.2 VISITS TO SITE

- A. Architect will attend meetings with the successful bidder to verify the project progress is adhering to the schedule. Based on information obtained during these meetings, Architect, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Architect will not be required to make exhaustive or continuous inspections to the manufacturer's location to check the quality or quantity of the Work. Architect's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of these meetings and observations, Architect will advise Owner of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Review of any part of the Work by the Architect shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.
- C. No oral or telephonic agreement or conversation with any officer, agent or employee of the Architect, or with the Architect, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the Contract Documents.
- D. The Contractor shall pay the Owner for all overtime review in accordance with existing resolutions or fee schedules of the Owner, unless the charges for such inspection have been specifically waived in the Contract Documents. Overtime Charges will be made for all reviews on Saturdays, Sundays and State holidays, and hours worked by the reviewer other than those of the normal working day.

1.3 AUTHORIZED VARIATIONS IN WORK

- A. Architect may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will

be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided within the Contract Documents.

1.4 REJECTING DEFECTIVE WORK

- A. Architect will have authority to reject Work which Architect believes to be defective, or that Architect believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Architect will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Neither this authority nor the Architect's good faith judgment to reject or not reject any work shall subject the Architect to any liability or cause of action by the Contractor, subcontractors, or any other suppliers or persons performing work on the Contract.

1.5 LIMITATIONS ON ARCHITECT'S AUTHORITY AND RESPONSIBILITIES

- A. Architect will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Architect will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- B. Architect will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- C. Architect's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

END OF SECTION

SECTION 01 11 10
COORDINATION OF WORK

PART 1 GENERAL

1.1 RESPONSIBILITY OF CONTRACTOR

- A. If any part of the Work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the Architect any apparent discrepancies or defects in such work of others that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the work of others as fit and proper except as to defects which may develop in the work of others after execution of the Work by the Contractor.

1.2 WORK INVOLVED WITH EXISTING SYSTEM

- A. Existing materials and equipment removed not designated to be salvaged for Owner in the execution of the Work shall become the property of the Contractor and shall be removed from, and disposed of, off the site by the Contractor in an acceptable and lawful manner.

1.3 COORDINATION OF WORK

- A. The Contractor shall maintain overall coordination for the execution of the Work. Based on the Construction Schedule prepared in accordance with these Specifications, he shall obtain from each of his subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating required modifications.

END OF SECTION

SECTION 01 20 00
MEASUREMENT & PAYMENT

PART 1 GENERAL

1.1 MEASUREMENT

- A. Unless otherwise specified in the Contract Documents, quantities of work shall be determined from measurements or dimensions in a horizontal plane. All measurements shall be made in accordance with United States Standard Measures and shall be measured on the basis of “in-place” quantities.
- B. After the work has been completed, the Architect will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements and/or site observations of work completed.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be measured. Compensation for such incidental work is considered to be included in the various items of work bid.

1.2 INCREASED OR DECREASED QUANTITIES

- A. Increases or decreases in quantities shall be governed by the General Conditions.
- B. All written requests for adjustment shall be made no later than five working days after notification by the Architect that the item of work is complete.

1.3 FINAL PAY QUANTITIES

- A. Final pay quantities shall be in accordance with the General Conditions except as modified below.
- B. Final pay quantities will be designated only in the Bid Schedule and in Section 01 22 00 – Explanation of Bid Items, and are not shown on the Plans.
- C. When an item of work is designated as a Final Pay Quantity on the Bid Schedule and/or in the Explanation of Bid Items, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Architect, or the item or any portion of the item is eliminated.

If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions.

If a final pay item is eliminated, the estimated quantity for the item will be eliminated.

If a portion of a final pay item is eliminated, the final pay quantity will be revised in proportion to the bid quantity represented by the eliminated portion of the item of work.

- D. The estimated quantity for each item of work designated as a Final Pay Quantity on the Bid Schedule and/or in the Explanation of Bid Items shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.
- E. In case of discrepancy between the quantity shown on the Bid Schedule for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown on the Bid Schedule.

1.4 PARTIAL PAYMENT

- A. Attention is directed to Section 9-1.16 of the State Standard Specifications which, except as modified herein, shall apply in its entirety.
 - 1. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project.
 - 2. Partial payments for materials on hand shall not exceed one hundred percent (100%) of the value of material delivered on site, properly stored in a secured fenced area subject to, or under the control of, the owner and local agency, and unused. Contractor shall submit copies of invoices of materials to support values. Materials stored shall be installed within 60 days of delivery for payment eligibility.
- B. Payment shall not relieve the Contractor from its obligations under the Contract nor shall such payment be construed as acceptance of any of the Work. Payment shall not be construed as transfer of ownership of any equipment or materials to the Owner. Responsibility of ownership shall remain with the Contractor who shall be obligated to protect any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work.

1.5 FINAL PAYMENT

- A. Notice of Completion will be filed in the normal course of business following the first regular meeting of Oakdale Irrigation District board of directors which occurs far enough after Final Completion to allow for the notice to be agendaized to be approved by the OID Board of Directors.

- B. Final payment will be due thirty-five (35) days after the recording of the Notice of Completion by the Owner.
- C. Upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Bidder's Proposal hereto attached. Payments on account thereof will be made as set forth in these Specifications.
- D. The Contractor shall comply with Section 1026 -- Waiver and Release Submittals.

1.6 *SECURITIES IN LIEU OF RETENTION AND ESCROW AGREEMENT*

- A. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with Owner, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those withheld moneys to Contractor. Upon satisfactory completion of the contract, the securities shall be returned to Contractor.
- B. Alternatively, Contractor may request and the Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by Contractor. Upon satisfactory completion of the contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from Owner, pursuant to the terms of this section. Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.
- C. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner.
- D. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____
_____ whose address is _____
_____ herein after called "Owner," _____
_____ whose address is _____
_____ hereinafter called "Contractor" and
_____ whose address is _____
_____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to

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the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

On behalf of Escrow Agent:

Title

Title

Title

Name

Name

Name

Signature

Signature

Signature

Address

Address

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Contractor

Title

Title

Name

Name

Signature

Signature

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

- A. Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the Owner will arrange a preconstruction conference to be attended by the Contractor, Contractor's superintendent, the Owner, the Architect or his representative, and representatives of major subcontractors and others involved in the execution of the Work.
- B. The purpose of this conference shall be to establish a working understanding between the parties and to discuss the Construction Schedule, Critical Path Method format required, shop drawing submittals and processing, applications for payment and their processing, and such other subjects as may be pertinent for the execution of the Work.

1.2 PROGRESS MEETINGS

- A. The Owner or the Owner's representative shall arrange and conduct progress meetings. These meetings shall be conducted bi-monthly, unless designated otherwise and shall be attended by the Architect or his representative, Contractor, Contractor's superintendent and representatives of all subcontractors, utilities, and others, that are active in the execution of the Work. The purpose of these meetings shall be to expedite the work of any subcontractor or other organization that is not up to schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work.
- B. The agenda of progress meetings shall include review of progress and schedule, of payment request, of the latest Construction Schedule update, and of the record documents.

1.3 PROGRESS AND SCHEDULE REVIEW

- A. The progress of the Work and the Construction Schedule shall be reviewed to verify:
 - 1. Actual start and finish dates of completed activities since the last progress meeting.
 - 2. Durations and progress of all activities not completed.
 - 3. Reason, time, and cost data for Change Order work that is to be incorporated into the Construction Schedule or payment request form.

4. Payment due to the Contractor based on percentage complete of items in the submitted payment request.
5. Reasons for, and duration of, required revisions in the Construction Schedule.

1.4 REVIEW OF PAYMENT REQUEST

- A. The Contractor shall have his copy of the payment request and all other data required by the Contract Documents completed prior to the progress meeting. The Architect will process Contractor's payment request after satisfactory review of the schedule update.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work described in this section includes general requirements and procedures related to the preparation and transmission of submittals to include Shop Drawings, Samples, Manuals, and Record Drawings

1.2 RELATED WORK

- A. General Conditions
- B. Individual equipment specifications

1.3 GENERAL

- A. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - 1. Reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - 2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - 3. Determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- B. Submit each submittal document under separate cover or transmittal. Transmittal shall include the following identification data, as applicable:
 - 1. Contract number
 - 2. Project name and location
 - 3. Submittal number and revision
 - 4. Product identification

5. Applicable contract drawing number, specification section, and paragraph number
 6. Stamp Space: Blank space of approximately 2-1/2 inches high by 4 inches wide adjacent to the identification data to receive Architect's status stamp.
 7. Contractor's certification statement as described below
- C. To each submittal affix the following signed Certification Statement.
1. "Certification Statement: By this submittal, we hereby represent that we have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and pertinent data and we have checked and coordinated each item with other applicable approved drawings and all Contract requirements."
- D. With each submittal, Contractor shall give Architect specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Architect for review and approval of each such variation.
- E. Furnish neat, legible, and sufficiently explicit detail to enable proper review for Contract compliance.
- F. Contractor assumes all risks of error and omission.
- G. Work performed before approval, or not conforming to approved submittals, shall be at Contractor's risk.
- H. Submittal requirements contained in this specification are in addition to specific submittal requirements contained in individual equipment specification sections.

1.4 APPROVAL PROCESS

- A. Architect will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Architect. Architect's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- B. Architect's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- C. Architect's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

- D. Architect's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has given Architect specific written notice of any variations that the Shop Drawing or Sample may have from the Contract Documents and Architect has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Architect will document any such approved variation from the requirements of the Contract Documents in a Field Order.
- E. Architect's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- F. Submittals will be returned, marked with one of the following classifications:
 - 1. NO EXCEPTION TAKEN: Requires no corrections, no marks.
 - 2. APPROVED AS NOTED: Requires minor corrections. Items may be fabricated as marked without further resubmission. Resubmit 2 corrected copies to the Architect.
 - 3. RESUBMIT: Requires corrections. Resubmit entire submittal following original submission with corrections noted. Allow time for checking and Architect's appropriate action.
 - 4. REJECTED: Requires major corrections or is otherwise not following Contract Documents. No items shall be fabricated. Resubmit entire submittal following original submission with corrections noted.
 - 5. INFORMATION ONLY: Items specified by Contract Documents.

PART 2 SUBMITTAL DOCUMENTS

2.1 SHOP DRAWINGS

- A. Unless otherwise noted in the individual specification sections, submit PDF files and five (5) hardcopy sets of shop drawings.
- B. All catalog and specification sheets shall be clearly marked to indicate the specific model number and configuration to be used. Items not applicable to the project shall be crossed out.
- C. Show complete and detailed fabrication; assembly and installation details; wiring and control diagrams; catalog data; pamphlets; descriptive literature; and performance and test data.
- D. Include calculations or other information sufficient to show comprehensive description of structure, equipment, or system provided and its intended manner of use.

- E. Include Manufacturer's installation recommendations.

2.2 SAMPLES

- A. Unless otherwise noted in the individual specification sections, submit three (3) samples of each item (roofing and siding)
- B. Samples shall be representative of the actual material proposed for use in the project and of sufficient size to demonstrate design, color, texture, and finish.
- C. Permanently attach to each sample
 1. The contract number.
 2. Project name and location
 3. Product identification
 4. Applicable contract drawing and specification section number
 5. Subcontractor's, vendor's and/or manufacturer's name, address, and telephone number.
- D. Certain samples may be tested for specific requirements by the Owner and/or Architect prior to approval. Failure of sample to pass tests will be sufficient cause for refusal to consider further samples of the same brand and make.
- E. Rejected samples will be returned upon request, and resubmittals shall consist of new samples.

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 35 00
MATERIAL SUBSTITUTIONS

PART 1 GENERAL

1.1 GENERAL

- A. The materials furnished and used shall be new, except as may be provided elsewhere in these Specifications, or on the Plans.
- B. All materials required to complete the work under this contract shall be furnished by the Contractor, unless otherwise stated.
- C. It shall be the duty of the Contractor to call the Architect's attention to apparent errors or omissions and request instruction before proceeding with the Work. The Architect may, by appropriate instructions, correct said apparent errors and omissions, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

1.2 DEFINITIONS

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor.
- B. Revisions: Changes to Contract Documents requested by Owner or Architect.
- C. Options: Specified options of products and construction methods included in Contract Documents.

1.3 TRADE NAMES AND ALTERNATIVES

- A. Wherever an article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. The intent of the Plans and Specifications is to specify highest grade standard equipment, and it is not the intent of these Plans and Specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every practical respect to those mentioned herein, as determined by the Architect.

1.4 SAMPLES

- A. At the option of the Architect, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Samples representative of the character and

quality of materials shall be submitted by the Contractor. Samples shall be of sufficient quantities or amounts for testing or examination.

- B. All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.
- C. The Contractor shall furnish such samples of materials as are requested by the Architect, without charge. No material shall be used until the Architect has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Architect, or his designated representative, in the presence and with the assistance of the Contractor.

1.5 *SUBMITTALS*

- A. Material Submittals shall be made in accordance with Section 01 33 00 – Submittals.

1.6 *INSPECTION OF MATERIALS BY THE CONTRACTOR*

- A. Contractor shall make a close inspection of all materials as delivered, and shall promptly return all defective materials without waiting for their rejection by the Architect.

1.7 *CERTIFICATES OF COMPLIANCE*

- A. A Certificate of Compliance may be required for certain materials and equipment that become final products of the completed Work. Certificates of Compliance shall be furnished prior to the use of any materials for which these Specifications require that such a certificate be furnished. In addition, when so authorized in these Specifications, the Architect may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance.
- B. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Specifications.
- C. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the certificate.
- D. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Plans and Specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.

- E. The Oakdale Irrigation District reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
 - 1. The form of the Certificate of Compliance and its disposition shall be as directed by the Architect.

1.8 *MANUFACTURER TESTING*

- A. At the option of the Architect, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the Architect written notification well in advance of actual readiness of materials and equipment to be tested and inspected at point of origin.
 - 1. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or re-inspection at the site of the Work.
 - 2. Materials and equipment which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

1.9 *MANUFACTURERS' RECOMMENDATIONS*

- A. All equipment specified and used in the project shall be installed in accordance with the approved manufacturer's current written recommendations.
- B. All such equipment, material, etc., shall be of the manufacturer's latest system or line.

1.10 *SUBSTITUTIONS*

- A. Conditions: Contractor's substitutions shall be considered when one or more conditions are satisfied, as determined by the Architect. (The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.)
 - 1. Extensive revisions to Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 - 3. Request is timely, fully documented and properly submitted.
 - 4. Request is directly related to an "or equal" clause or similar language in the Contract Documents.
 - 5. The specified product or method of construction cannot be provided within the Contract Time. The request shall not be considered if the product or

method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

6. The specified product or method of construction cannot receive necessary approval by governing authority, and the requested substitution can.
7. Substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear.
 - a. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 - b. Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.
8. Specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
9. Specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
10. Specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

1.11 SUBSTITUTION REQUEST FORM

- A. Use Substitution Request Form in on page 01 35 00-5.
- B. Submit one form (4 copies) for each request.

END OF SECTION

SUBSTITUTION REQUEST FORM

TO: _____

PROJECT: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

SECTION:	PARAGRAPH:	SPECIFIED ITEM:
_____	_____	_____

Proposed Substitution: _____

- Attach: 1) Complete technical data, including laboratory tests, if applicable.
2) Complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

A. Does the substitution affect dimensions on Drawings?

B. Will the undersigned pay for changes to the project design, including engineering and detailing costs caused by the requested substitution?

C. What affect does substitution have on other trades?

D. Differences between proposed substitution and specified item?

E. Manufacturer's guarantees of the proposed and specified items are:

___ Same ___ Different (explain on attached sheet)

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The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

Signature _____

Firm _____

Address _____

Date _____

Telephone _____

For Use by Architect / Design Consultant
Accepted
Accepted as Noted
Not Accepted
Received Late
Bv
Date _____
Remarks

SECTION 01 42 13

DEFINITIONS AND ABBREVIATIONS

PART 1 GENERAL

1.1 DEFINITIONS AND TERMS

- A. Whenever in these Specifications, or in other Contract Documents, the following terms are used, the intent and meaning shall be interpreted as follows:
1. Board: Oakdale Irrigation District board of directors.
 2. Calendar Day: Every day shown on the calendar.
 3. Contractor: The word “Contractor” means the person, firm or corporation to whom the award is made. Subcontractors as such will not be recognized.
 4. Contract Unit Price: The Contractor’s original bid for a single unit of an item of work in the Proposal.
 5. Contract Time: The number of calendar days for completion of the Work, including authorized time extensions. In the event a calendar date is specified for Project completion in lieu of a number of calendar days, the Work shall be completed by that calendar date. The Contract Time shall be computed by excluding the first and including the last day; and if the last day be Sunday or a legal holiday, that shall be excluded.
 6. Architect: TETER, LLP, 1218 K Street, Suite 100, Modesto, California 95354, (209) 577-2288.
 7. Equipment: (Construction) - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work. (Installed) - All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.
 8. General Conditions: As specified in Section 00 72 00 – General Conditions.
 9. General Requirements: All specifications contained in Division 1.
 10. Notice: Any notice allowed or required to be given by the Owner may be given by the Architect.
 11. Owner: Oakdale Irrigation District
 12. Person: Any individual, association, partnership, corporation, trust, joint venture or other legal entity.

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13. Plans: The drawings, profiles, cross-sections, working drawings and supplemental drawings, or reproduction thereof, approved by the Architect, which show the location, character, dimensions or details of the work.
14. Proposal: The offer of a Bidder when submitted on the Proposal form; properly signed and guaranteed.
15. Reference Documents: Bulletins, Rules, Methods of Analysis or Test, Codes, Standards, and Specifications of public or private agencies, Architect Societies, or Industrial Associations. Reference shall be to the latest edition thereof, including Amendments, which are in effect and published at the time the Request for Bids is issued, unless a specific edition is identified, in which case reference shall be to such specific edition. Reference Documents are intended to amplify the descriptions of materials, equipment, and construction systems and are to be considered a part of the Contract Documents insofar as the various sections thereof are referred to hereinafter. Examples of Reference Documents are Federal Specifications, State Standard Specifications, and those of American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), American Standards Associations (ASA), and American Concrete Institute (ACI).
16. Salvage: The protection storage, and/or removal of specified existing equipment, parts or materials during the work for retention and later use by the Owner.
17. Sanitary Sewer: Any conduit and appurtenances intended for the reception and transfer of sewage.
18. State: The State of California.
19. State Standard Plans: State of California, Business and Transportation Agency, Department of Transportation, Caltrans, Standard Plans, latest revision.
20. State Standard Specifications: Standard Specifications for the project are those entitled "Standard Specifications, State of California, Business and Transportation Agency, Department of Transportation", current version, hereinafter referred to as the State Standard Specifications. These Specifications are to be considered a part of the Contract Documents insofar as they are not superseded by other provisions contained in Divisions 0 through 48 of these Specifications.
21. Storm Sewer: Any conduit and appurtenances intended for the reception and transfer of storm water.
22. Street: Any public road, highway, parkway, freeway, alley, walk or right-of-way.

23. Surety: Any individual, firm or corporation bound with and for the Contractor for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.
24. Utility: Tracks, overhead or underground wires, pipelines, conduits, ducts or structures, sewers or storm drains owned, operated or maintained in or across a public right-of-way or private easement.
25. Water Main: Any conduit and appurtenances intended for the distribution of water.
26. Working Day: Any weekday (Monday through Friday), not a designated national holiday, during which weather allows the Contractor to work four or more hours consecutively, starting no later than 10:00 AM.

1.2 REFERENCED STANDARDS

- A. The standards referred to, except as modified, shall have full force and effect as though printed in this Specification, and shall be the latest edition or revision thereof in effect on the bid opening date, unless a particular edition or issue is indicated. Copies of these standards are not available from the Owner. The Architect will furnish, upon request, information as to how copies may be obtained.

1.3 LIST OF ABBREVIATIONS

- A. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ADC	Air Diffusion Council
AEIC	Association of Edison Illuminating Companies
AFBMA	Antifriction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association

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ARI	American Refrigeration Institute
ASA	(now U.S.A.S.I., USA Standards Institute) Association & its Standard Specifications
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
CAL/OSHA	California Occupational Safety and Health Administration
CALTRANS	California Department of Transportation
CBC	California Building Code
CCR	California Codes of Regulations
CDA	Copper Development Association
CEC	California Electrical Code
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CMC	California Mechanical Code
CPC	California Plumbing Code
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard (U.S. Department of Commerce)
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
EI	Edison Electric Institute
EJCDC	Engineers' Joint Contract Documents Committee
EPA	Environmental Protection Agency
FED SPEC	Federal Specification
FCI	Fluid Controls Institute
FGMA	Flat Glass Marketing Association
FIA	Factory Insurance Association
FM	Factory Mutual
FSA	Fluid Sealing Association
FTI	Facing Tile Institute
HEI	Heat Exchange Institute
HMI	Hoist Manufacturers Institute
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute

ICBO	International Conference of Building Officials
I-B-R	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
JIC	Joint International Conference (Hydraulic Institute)
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
MSS	Manufacturers' Standardization Society
NAAMM	National Association of Architectural Metals Manufacturers
NACE	National Association of Corrosion Engineers.
MBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBHA	National Builders Hardware Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NEMI	National Elevator Manufacturing Industry
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Thread
NRCA	National Roofing Contractors' Association
NRMCA	National Ready Mixed Concrete Association
NSC	National Safety Council
NSF	National Sanitation Foundation
NTMA	National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PFI	Pipe Fabrication Institute
PS	Product Standard
RTI	Resilient Tile Institute (formerly AVATI)
SAE	Society of Automotive Engineers
SCPRF	Structural Clay Products Research Foundation
SI	International Systems of Units (Metric)
SIGMA	Sealed Insulating Glass Manufacturers Association
SFPA	Southern Forest Products Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association

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SPFA	Steel Plate Fabricators Association
SPI	Society of the Plastics Industry
SPTA	Southern Pressure Treaters Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction (Greenbook)
UL	Underwriters' Laboratories
UPC	Uniform Plumbing Code
USBR	U.S. Bureau of Reclamation
USGS	United States Geological Survey
WCLA	West Coast Lumbermen's Association (Std. Grading and Dressing Rule)
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

END OF SECTION

SECTION 01 43 00

QUALITY CONTROL AND TESTING

PART 1 GENERAL

1.1 NOTICE OF DEFECTS

- A. Prompt notice of all defective Work of which Owner or Architect has actual knowledge will be given to Contractor.
- B. All defective Work may be rejected, corrected, or accepted, at the discretion of the Owner and Architect.

1.2 ACCESS TO WORK

- A. Owner, Architect, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith.

1.3 MATERIALS AND EQUIPMENT

- A. Materials and equipment shall be subject to the requirements of Section 01 43 00 – Materials and Substitutions.

1.4 PROJECT SITE TESTING

- A. Contractor shall give Owner timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Except for specified material suitability tests, all initial routine tests of materials shall be at the expense of the Owner and shall be performed by an independent certified laboratory designated by the Owner. Whenever a specified percent relative compaction test is required and the material or portion thereof so tested fails to meet or exceed the relative compaction specified, all subsequent retesting shall be performed at the expense of the Contractor.

1.5 TEST STANDARDS

- A. All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.
- B. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the ASTM, where applicable.

1.6 *UNCOVERING WORK*

- A. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without concurrence of Architect, it must, if requested by Architect, be uncovered for Architect's observation and recovered at Contractor's expense.
- B. If Architect considers it necessary or advisable that covered Work be re-observed by Architect or inspected or tested by others, Contractor, at Architect's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Architect may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall promptly correct said defects, including all work involved in uncovering and recovering the work, at no cost to the Owner.
 - 2. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

1.7 *CORRECTION OR REMOVAL OF DEFECTIVE OR REJECTED WORK*

- A. Upon receipt of notice, Contractor shall correct all defective or rejected Work and replace it with Work that is not defective, at no cost to the Owner.

1.8 *ACCEPTANCE OF DEFECTIVE WORK*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so.
 - 1. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.
 - 2. Architect shall determine the reasonableness of the diminished value of Work so accepted and Contractor shall pay all costs involved in making such determination.

END OF SECTION

SECTION 01 70 00
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 GENERAL

- A. It is the intent of these Contract Documents that the Contractor shall deliver a complete Pre-Engineered Metal Building components for erection by others capable of performing its intended functions and ready for erection.

1.2 PROJECT RECORD DOCUMENTS

- A. The Contractor shall maintain at the site, available to the Owner and Architect, one copy of the Contract Documents, Drawings, Shop Drawings, Change Orders, and other modifications in good order and annotated to show all changes made during construction. These Documents shall be delivered to the Architect for the Owner upon completion of the Work.
- B. Record documents shall be reviewed during progress meetings to ascertain that all changes have been recorded.
- C. Store Record Documents separate from documents used for construction.

1.3 MANUFACTURER'S CERTIFICATES OF PROPER INSTALLATION

- 1. The Contractor shall submit manufacturers' certificates of proper installation for all items of equipment.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 13 34 19
METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Metal building system including the following:
 - 1. Structural-steel framing.
 - 2. Metal roof panels.
 - 3. Metal wall panels.
 - 4. Translucent panels.
 - 5. Metal soffit panels.
 - 6. Accessories and trim.
- B. Related Sections include but are not limited to:
 - 1. Division 01 Section "Quality Control and Testing" for additional quality assurance and testing requirements.

1.3 DEFINITIONS

- A. Terminology Standard: See MBMA's "Metal Building Systems Manual" for definitions of terms for metal building system construction not otherwise defined in this Section or in referenced standards.
- B. Metal Building Manufacturer (MBM): Metal building system manufacturer's authorized agent or representative responsible for the design and construction of the metal building system.

1.4 COORDINATION

- A. Coordinate sizes and locations of concrete foundations and casting of anchor-rod inserts into foundation walls and footings. Anchor rod installation, concrete, reinforcement, and formwork requirements as necessary with the successful bidder of Bid Package 2 and as specified in Division 03 Section "Cast-in-Place Concrete Bid Package 2."
- B. Coordinate metal panel assemblies with rain drainage work, flashing, trim, and construction of supports and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of manufactured product to be incorporated into the metal building system. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes; include product data for the following:
1. Structural-steel-framing system.
 2. Metal roof panels.
 3. Metal wall panels.
 4. Metal soffit panels.
 5. Translucent roof panels.
 6. Flashing and trim.
 7. Accessories.
 8. Gutters and Downspouts.
 9. Roof ventilators.
- B. Shop Drawings: For the following metal building system framing components. Include plans, elevations, sections, details, and attachments to other work.
1. Anchor-Bolt Plans: Submit anchor-bolt plans and templates before foundation work begins. Include location, diameter, and projection of anchor bolts required to attach metal building to foundation. Indicate column reactions at each location.
 2. Structural-Framing Drawings: Show complete fabrication of primary and secondary framing; include provisions for openings. Indicate welds and bolted connections, distinguishing between shop and field applications. Include transverse cross-sections.
 3. Metal Roof and Wall Panel Layout Drawings: Show layouts of metal panels including methods of support. Include details of edge conditions, joints, panel profiles, corners, anchorages, trim, flashings, closures, and special details. Distinguish between factory- and field-assembled work; show locations of exposed fasteners. Show roof-mounted items including equipment supports, pipe supports and penetrations, and items mounted on roof curbs.
 4. Accessory Drawings: Include details for flashing and trim, gutters, downspouts, and vents at a scale of not less than 1-1/2 inches per 12 inches:
- C. Samples for Initial Selection: For item with factory-applied color finish.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of sizes indicated below:
1. Metal Roof and Wall Panels: Nominal 12 inches long by actual panel width. Include fasteners, closures, and other exposed panel accessories.
 2. Flashing and Trim: Nominal 12 inches long. Include fasteners and other exposed accessories.
- E. **Delegated-Design Submittal/Governing Agency Approval:** Metal building system manufacturer shall provide a delegated design submittal for the metal building system for Owner's submission to the governing agency; delegated design submittal must be approved by the governing agency prior to the start of construction.
1. Submittal shall include necessary drawings, plans, elevations, sections, details of metal building system, fabrication and installation requirements, anchorage details,

and structural calculations prepared, stamped, and signed by a structural or civil engineer licensed in the State of California. The metal building manufacturer shall be responsible for the design and engineering calculations, the drawings, and for responding to and resolving any comments or issues generated by governing agency.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified steel erector and metal roof and wall panel installer.
- B. Welding certificates.
- C. Metal Building System Certificate: For metal building system, from manufacturer.
 - 1. Letter of Design Certification: Signed and sealed by a qualified professional engineer. Include the following:
 - a. Name and location of Project.
 - b. Order number.
 - c. Name of manufacturer.
 - d. Name of Contractor.
 - e. Building dimensions including width, length, height, and roof slope.
 - f. Indicate compliance with AISC standards for hot-rolled steel and AISI standards for cold-rolled steel, including edition dates of each standard.
 - g. Governing building code and year of edition.
 - h. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads (cranes).
 - i. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.
 - j. Building-Use Category: Indicate category of building use and its effect on load importance factors.
 - k. AISC Certification for Category MB: Include statement that metal building system and components were designed and produced in an AISC-Certified Facility by an AISC-Certified Manufacturer.
- D. Erector Certificates: For each product, from manufacturer.
- E. Manufacturer Certificates: For each product, from manufacturer.
- F. Material Test Reports: For each of the following products:
 - 1. Structural steel including chemical and physical properties.
 - 2. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 - 3. Tension-control, high-strength, bolt-nut-washer assemblies.
 - 4. Shop primers.
 - 5. Nonshrink grout.
- G. Warranties: Sample of special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal panel finishes to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer and member of MBMA, and registered and approved by authorities having jurisdiction to perform fabrication work without special inspection.
1. AISC Certification for Category MB: An AISC-Certified Manufacturer that designs and produces metal building systems and components in an AISC-Certified Facility.
 2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer licensed in the State of California.
- B. Erector Qualifications: An experienced erector who specializes in erecting and installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.
- C. Metal Roof and Wall Panel Installer Qualifications: An experienced installer who specializes installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.
- D. Source Limitations: Obtain metal building system components, including primary and secondary framing and metal panel assemblies, from single source from single manufacturer.
- E. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 2. AWS D1.3, "Structural Welding Code - Sheet Steel."
- F. Structural Steel: Comply with AISC 360, "Specification for Structural Steel Buildings," for design requirements and allowable stresses.
- G. Cold-Formed Steel: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" for design requirements and allowable stresses.
- H. Preinstallation Conference: Conduct conference at Project site.
1. Meet with Owner, Architect, Contractor, metal roof and wall panel Installer, metal roof and wall panel manufacturer's representative, and installers whose work interfaces with or affects metal roof and wall panels including installers of doors, windows, roof accessories, and roof-mounted equipment.
 2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 3. Review methods and procedures related to metal panel installation, including manufacturer's written instructions.
 4. Review flashings, special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect metal roof panels.

5. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.
6. Review methods and procedures related to metal building systems including, but not limited to, the following:
 - a. Condition of foundations and other preparatory work performed by other trades.
 - b. Structural load limitations.
 - c. Construction schedule. Verify availability of materials and erector's personnel, equipment, and facilities needed to make progress and avoid delays.
 - d. Required tests, inspections, and certifications.
 - e. Unfavorable weather and forecasted weather conditions.
7. Review methods and procedures related to metal roof and wall panel assemblies including, but not limited to, the following:
 - a. Compliance with requirements for framing and support conditions, including alignment, flatness, and attachment to structural members.
 - b. Structural limitations of framing members during and after panel installation.
 - c. Flashings, special details, roof drainage, penetrations, equipment curbs, and condition of other construction that will affect metal panels.
 - d. Temporary protection requirements for metal panel assembly during and after installation.
 - e. Observation and repair after metal panel installation.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, sheets, panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weather tight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

1.10 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when weather conditions permit metal panels to be installed according to manufacturers' written instructions and warranty requirements.
- B. Field Measurements:
 1. Established Dimensions for Foundations: Comply with established dimensions on approved anchor-bolt plans, establishing foundation dimensions and proceeding with fabricating structural framing without field measurements. Coordinate anchor-

bolt installation to ensure that actual anchorage dimensions correspond to established dimensions.

2. Established Dimensions for Metal Panels: Where field measurements cannot be made without delaying the Work, either establish framing and opening dimensions and proceed with fabricating metal panels without field measurements, or allow for field trimming metal panels. Coordinate construction to ensure that actual building dimensions, locations of structural members, and openings correspond to established dimensions.

1.11 COORDINATION

- A. Coordinate sizes and locations of concrete foundations and casting of anchor-bolt inserts into foundation walls and footings. Concrete, reinforcement, and formwork requirements are specified in Division 03 Section "Cast-in-Place Concrete."
- B. Coordinate installation of thermal insulation, roof curbs, equipment supports, and roof penetrations.
- C. Coordinate metal panel assemblies with rain drainage work, flashing, trim, and construction of supports and other adjoining work to provide a leak proof, secure, and noncorrosive installation.

1.12 WARRANTY

- A. Special Warranty on Metal Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. Finish Warranty Period: 20 years from date of Substantial Completion.
- B. Special Weather tightness Warranty for Metal Roof Panels: Manufacturer's standard form in which manufacturer agrees to repair or replace metal roof panel assemblies that leak or otherwise fail to remain weather tight within specified warranty period.
 1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Metal building system shall be designed by a qualified professional engineer, using performance requirements and design criteria indicated.

- B. Structural Performance: Metal building systems shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to procedures in MBMA's "Metal Building Systems Manual."
1. Design Loads: As indicated on Drawings and not less than required by ASCE/SEI 7.
 2. Component Deflection Limits: Design metal building system assemblies to withstand design loads with deflections no greater than the following:
 - a. Purlins and Rafters: Vertical deflection of 1/180 of the span.
 - b. Girts: Horizontal deflection of 1/180 of the span.
 - c. Metal Roof Panels: Vertical deflection of 1/180 of the span.
 - d. Metal Wall Panels: Horizontal deflection of 1/180 of the span.
 - e. Design secondary-framing system to accommodate deflection of primary framing and construction tolerances, and to maintain clearances at openings.
 3. Building Drift/Deflection Limits: Engineer building structure to withstand design loads with drift/deflection limits no greater than the following:
 - a. Lateral Deflection: Maximum of 1/200 of the building height for Buildings B, C & D; Maximum of 1/400 for Building A, Pest Department.
 - b. Lateral Drift: Drift shall be calculated per ASCE/SEI 7-10, Section 12.12.1, and shall include values for lateral deflection, deflection amplification factor, and importance factor. Lateral drift shall not exceed the limits of ASCE/SEI 7-10, Table 12.12-1.
 4. Seismic Performance: Metal building systems shall withstand the effects of earthquake motions determined according to the California Building Code and ASCE/SEI 7-10.
 - a. Seismic Design Criteria: $S_S = 0.536$, $S_1 = 0.232$, $S_{DS} = 0.049$, $S_{D1} = 0.330$, Buildings A, B & C - Risk Category II, Building D, Pest Department - Hazardous Material Storage Risk Category IV
 5. Wind Load: Buildings A, B & C - Exposure C with a wind speed of 93 mph, Risk Category II; Building D, Pest Department – Exposure C with a wind speed of 104 mph, Risk Category IV - Hazardous Material Storage.
- C. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F ambient; 180 deg F material surfaces.
- D. Air Infiltration for Metal Roof Panels: Air leakage through assembly of not more than 0.06 cfm/sq. ft. of roof area when tested according to ASTM E 1680 at negative test-pressure difference of 1.57 lbf/sq. ft.
- E. Air Infiltration for Metal Wall Panels: Air leakage through assembly of not more than 0.06 cfm/sq. ft. of wall area when tested according to ASTM E 283 at static-air-pressure difference of 1.57 lbf/sq. ft.

- F. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E 1646 at test-pressure difference of 2.86 lbf/sq. ft.
- G. Water Penetration for Metal Wall Panels: No water penetration when tested according to ASTM E 331 at a wind-load design pressure of not less than 2.86 lbf/sq. ft.
- H. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for Class 90.
- I. Solar Reflectance Index: Not less than 78 when calculated according to ASTM E 1980 based on testing identical products by a qualified testing agency.
- J. Energy Performance: Provide roof panels that are listed on the DOE's ENERGY STAR Roof Products Qualified Product List for low-slope roof products.
- K. Energy Performance: Provide roof panels with initial solar reflectance not less than 0.70 and emissivity not less than 0.75 when tested according to CRRC.

2.2 MANUFACTURERS

- A. Basis-of-Design: Metal building system framing, roof, and wall panels specified in this Section are based on products manufactured by the following:
 - 1. American Buildings Company (ABC)
 - a. Subject to compliance with requirements, provide products indicated or comparable products by one of the following:
 - 1) Butler Manufacturing Company; a BlueScope Steel company.
 - 2) Metallic Building Company; Division of NCI Building Systems, L.P.
 - 3) Star Building Systems; an NCI company.
 - 4) VP Buildings; a United Dominion company.
 - 5) CBC Steel Buildings; a Nucor Company.

2.3 METAL BUILDING SYSTEM

- A. Description: Provide a complete, integrated set of metal building system manufacturer's standard mutually dependent components and assemblies that form a metal building system capable of withstanding structural and other loads, thermally induced movement, and exposure to weather without failure or infiltration of water into building interior.
 - 1. Provide metal building system of size and with bay spacings, roof slopes, and spans indicated on Drawings.
- B. Primary-Frame Type: Rigid clear span; solid-member, structural-framing system without interior columns.
- C. Secondary-Frame Type: Manufacturer's standard purlins, joists, and girts.

- D. End-Wall Framing: Manufacturer's standard, for buildings not required to be expandable, consisting of primary frame, capable of supporting one-half of a bay design load, and end-wall columns.
- E. End-Wall Framing: Engineer end walls to be expandable at one end as indicated on the Drawings. Provide primary frame, capable of supporting full-bay design loads, and end-wall columns.
- F. Eave Height: Manufacturer's standard height, as indicated by nominal height on Drawings.
- G. Bay Spacing: As indicated on Drawings.
- H. Roof Slope: As indicated on Drawings; or minimum 1 inch per 12 inches.
- I. Roof System: Manufacturer's standard trapezoidal-rib, standing-seam metal roof panels.
- J. Exterior Wall System: Manufacturer's standard tapered-rib, exposed-fastener metal wall panels.

2.4 STRUCTURAL-STEEL FRAMING

- A. Primary Framing: Manufacturer's standard primary-framing system, designed to withstand required loads and specified requirements.
 - 1. General: Provide frames with attachment plates, bearing plates, and splice members. Factory drill for field-bolted assembly. Provide frame span and spacing indicated.
 - 2. Rigid Clear-Span Frames: I-shaped frame sections fabricated from shop-welded, built-up steel plates or structural-steel shapes. Interior columns are not permitted.
 - 3. Exterior Column Type: Uniform depth or tapered.
 - 4. Rafter Type: Uniform depth or tapered.
- B. End-Wall Framing: Manufacturer's standard primary end-wall framing fabricated for field-bolted assembly.
- C. Secondary Framing: Manufacturer's standard secondary framing, including purlins, girts, eave struts, flange bracing, base members, gable angles, clips, headers, jambs, and other miscellaneous structural members. Unless otherwise indicated, fabricate framing from roll-formed, metallic-coated steel sheet, prepainted with coil coating, to comply with the following:
 - 1. Purlins and Girts: C or Z-shaped sections with minimum 2-1/2-inch wide flanges with stiffening lips angled 40 to 50 degrees from flange. Depth as required to comply with system performance requirements.
 - 2. Eave Struts: Unequal-flange C-shaped sections to provide adequate backup for metal panels.
 - 3. Flange Bracing: Minimum 2-by-2-by-1/8-inch structural-steel angles.
 - 4. Sag Bracing: Minimum 1-by-1-by-1/8-inch structural-steel angles.
 - 5. Base or Sill Angles: Minimum 3-by-2-inch zinc-coated (galvanized) steel sheet.
 - 6. Purlin and Girt Clips: Manufacturer's standard clips fabricated from steel sheet. Provide galvanized clips where clips are connected to galvanized framing members.

7. Framing for Openings: Channel shapes; fabricated from cold-formed, structural-steel sheet or structural-steel shapes. Frame head and jamb of door openings and head, jamb, and sill of other openings.
 8. Miscellaneous Structural Members: Manufacturer's standard sections fabricated from cold-formed, structural-steel sheet; built-up steel plates; or zinc-coated (galvanized) steel sheet; designed to withstand required loads.
- D. Wind Bracing: Steel rods, ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50; or ASTM A 529/A 529M, Grade 50; minimum 1/2-inch diameter steel; threaded full length or threaded a minimum of 6 inches at each end.
1. Rigid Portal Frames: Where indicated on Drawings, provide rigid portal frames fabricated from shop-welded, built-up steel plates or structural-steel shapes to match primary framing; of size required to withstand design loads.
- E. Bolts: Provide plain-finish bolts for structural-framing components that are primed or finish painted. Provide zinc-plated or hot-dip galvanized bolts for structural-framing components that are galvanized.
- F. Steel Materials:
1. W-Shapes: ASTM A 992/A 992M; ASTM A 572/A 572M, Grade 50 or 55; or ASTM A 529/A 529M, Grade 50 or 55.
 2. Channels, Angles, M-Shapes, and S-Shapes: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55; or ASTM A 529/A 529M, Grade 50 or 55.
 3. Plate and Bar: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55; or ASTM A 529/A 529M, Grade 50 or 55.
 4. Steel Pipe: ASTM A 53/A 53M, Type E or S, Grade B.
 5. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B or C, structural tubing.
 6. Structural-Steel Sheet: Hot-rolled, ASTM A 1011/A 1011M, Structural Steel (SS), Grades 30 through 55, or High-Strength Low-Alloy Steel (HSLAS), Grades 45 through 70; or cold-rolled, ASTM A 1008/A 1008M, Structural Steel (SS), Grades 25 through 80, or High-Strength Low-Alloy Steel (HSLAS), Grades 45 through 70.
 7. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grades 33 through 80, or High-Strength Low-Alloy Steel (HSLAS), Grades 50 through 80; with G60 coating designation; mill phosphatized.
 8. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grades 33 through 80 (230 through 550), or High-Strength Low-Alloy Steel (HSLAS), Grades 50 through 80 (340 through 550); with G90 (Z275) coating designation.
 9. Non-High-Strength Bolts, Nuts, and Washers: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), carbon-steel, hex-head bolts; ASTM A 563 (ASTM A 563M) carbon-steel hex nuts; and ASTM F 844 plain (flat) steel washers. Finish, hot-dip zinc coating, ASTM A 153/A 153M, Class C.
 10. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563 heavy-hex carbon-steel nuts; and ASTM F 436

hardened carbon-steel washers. Finish, hot-dip zinc coating, ASTM A 153/A 153M, Class C.

11. Unheaded Anchor Rods: ASTM F 1554, Grade 36.
 - a. Configuration: Straight.
 - b. Nuts: ASTM A 563 hex carbon steel.
 - c. Plate Washers: ASTM A 36/A 36M carbon steel.
 - d. Washers: ASTM F 436 hardened carbon steel.
 - e. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

12. Headed Anchor Rods: ASTM F 1554, Grade 36.
 - a. Configuration: Straight.
 - b. Nuts: ASTM A 563.
 - c. Plate Washers: ASTM A 36/A 36M carbon steel.
 - d. Washers: ASTM F 436.
 - e. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

13. Threaded Rods: ASTM A 193/A 193M, Grade 50.
 - a. Nuts: ASTM A 563 (ASTM A 563M) hex carbon steel.
 - b. Washers: ASTM F 436 hardened carbon steel.
 - c. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

- G. Finish: Factory primed. Apply specified primer immediately after cleaning and pretreating.
 1. Apply primer to primary and secondary framing to a minimum dry film thickness of 1 mil.
 - a. Prime secondary framing formed from uncoated steel sheet to a minimum dry film thickness of 0.5 mil on each side.
 2. Prime galvanized members with specified primer after phosphoric acid pretreatment.
 3. Primer: Manufacturer's standard.

2.5 METAL ROOF PANELS

- A. Trapezoidal-Rib, Standing-Seam Metal Roof Panels: Panels formed with raised trapezoidal ribs at panel edges and intermediate stiffening ribs symmetrically spaced between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels.
 1. Material: Zinc-coated (galvanized) steel sheet, 0.028-inch (24 gage) nominal thickness.
 - a. Exterior Finish: Fluoropolymer.
 - b. Color: As selected by Architect from manufacturer's full range.
 2. Clips: Manufacturer's standard, floating type to accommodate thermal movement; fabricated from zinc-coated (galvanized) steel sheet.
 3. Joint Type: Mechanically seamed, [folded according to manufacturer's standard.

4. Panel Coverage: 24 inches.
5. Panel Height: 3 inches.
6. Uplift Rating: UL 90.

2.6 METAL WALL PANELS

- A. Tapered-Rib-Profile, Exposed-Fastener Metal Wall Panels: Formed with raised, trapezoidal major ribs designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.
1. Material: Zinc-coated (galvanized) steel sheet, 0.028-inch (24 gage) nominal thickness.
 - a. Exterior Finish: Fluoropolymer.
 - b. Color: As selected by Architect from manufacturer's full range.
 2. Major-Rib Spacing: 12 inches on center.
 3. Panel Coverage: 36 inches.
 4. Panel Height: Manufacturer's standard, 1 inch minimum, 1-1/2 inch maximum.

2.7 METAL SOFFIT PANELS

- A. Concealed-Fastener Metal Soffit Panels: Panels formed with vertical panel edges and flush surface; with flush joint between panels; with 1-inch wide flange for attaching interior finish; designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps.
1. Material: Zinc-coated (galvanized) steel sheet, 0.028-inch (24 gage) nominal thickness.
 - a. Exterior Finish: Match metal wall panels.
 - b. Color: As selected by Architect from manufacturer's full range.
 2. Panel Coverage: 12 inches.
 3. Panel Height: 1 inch.

2.8 METAL PANEL MATERIAL AND FINISHES

- A. Material: Restricted-flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
 2. Surface: Smooth, flat finish.
- B. Exposed Coil-Coated Finish: AAMA 621 Three-coat fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

- C. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

2.9 TRANSLUCENT PANELS

- A. Insulated Translucent Panels: Fabricate insulating units of two sheets of glass-fiber-reinforced polyester, translucent plastic separated by an air space; complying with ASTM D 3841, Type CC1 (limited flammability), Grade 1 (weather resistant); smooth finish on both sides. Match profile of adjacent metal panels.
 - 1. Exterior Panel Weight: Not less than 8 oz./sq. ft.
 - 2. Interior Panel Weight: Not less than 6 oz./sq. ft.
 - 3. Light Transmittance: Not less than 42 percent according to ASTM D 1494.
 - 4. Metal Edge: Fabricate full length of each side of panel with metal edge for seaming into standing-seam roof panel joint.
 - 5. Color: White.
- B. Mastic for Translucent Panels: Nonstaining, saturated vinyl polymer as recommended by translucent panel manufacturer for sealing laps.
- C. Performance:
 - 1. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: 25 or less.
 - b. Smoke-Developed Index: 450 or less.

2.10 ACCESSORIES

- A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
 - 1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
- B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and ridges, fabricated of same material as metal roof panels.
 - 2. Clips: Manufacturer's standard, formed from steel sheet, designed to withstand negative-load requirements.

3. Cleats: Manufacturer's standard, mechanically seamed cleats formed from steel sheet.
 4. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 5. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch thick, flexible closure strips; cut or premolded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weather tight construction.
- C. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fasciae, mullions, sills, corner units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.
1. Closures: Provide closures at eaves and rakes, fabricated of same material as metal wall panels.
 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch thick, flexible closure strips; cut or premolded to match metal wall panel profile. Provide closure strips where indicated or necessary to ensure weather tight construction.
- D. Flashing and Trim: Formed from 0.028-inch (24 gage) nominal thickness, metallic-coated steel sheet prepainted with coil coating; finished to match adjacent metal panels.
1. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers.
- E. Gutters: Formed from not less than 0.028-inch (24 gage) nominal-thickness, metallic-coated steel sheet prepainted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch long sections, sized according to SMACNA's "Architectural Sheet Metal Manual."
1. Gutter Supports: Fabricated from same material and finish as gutters.
 2. Strainers: Bronze, copper, or aluminum wire ball type.
- F. Downspouts: Formed from not less than 0.028-inch (24 gage) nominal-thickness, zinc-coated (galvanized) steel sheet prepainted with coil coating; finished to match metal wall panels. Fabricate in minimum 10-foot long sections, complete with formed elbows and offsets.
1. Mounting Straps: Fabricated from same material and finish as gutters.
- G. Roof Ventilators: Continuous or sectional-ridge gravity type complete with hardware, flashing, closures, and fittings. Factory-engineered and -fabricated, continuous unit; fabricated from 0.022-inch nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match metal roof panels. Fabricated in minimum 10-foot long sections. Provide throat size and total length indicated, complete with side baffles, ventilator assembly, end caps, splice plates, and reinforcing diaphragms.

1. Bird Screening: 1/2-inch square mesh, 0.041-inch wire of galvanized steel or aluminum.
 2. Throat Size: 9 or 12 inches, as standard with manufacturer, and as required to comply with ventilation requirements.
 3. Dampers: Manually operated, spring-loaded, vertically rising type; chain and worm gear operator; with pull chain of length required to reach within 36 inches of floor.
- H. Louvers: Size and design indicated; self-framing and self-flashing. Fabricate welded frames from minimum 0.052-inch nominal-thickness, metallic-coated steel sheet; finished to match metal wall panels. Form blades from 0.040-inch nominal-thickness, metallic-coated steel sheet; folded or beaded at edges, set at an angle that excludes driving rains, and secured to frames by riveting or welding. Fabricate louvers with equal blade spacing to produce uniform appearance.
1. Blades: Fixed.
 2. Free Area: Not less than 7.0 sq. ft. for 48-inch wide by 48-inch high louver.
 3. Bird Screening: Galvanized steel, 1/2-inch square mesh, 0.041-inch wire; with rewirable frames, removable and secured with clips; fabricated of same kind and form of metal and with same finish as louvers, mounted to interior face of louvers.
 4. Vertical Mullions: Provide mullions at spacings recommended by manufacturer, or 72 inches on center whichever is less.
- I. Roof Curbs: Fabricated from minimum 0.052-inch nominal-thickness, metallic-coated steel sheet prepainted with coil coating; finished to match metal roof panels; with welded top box and bottom skirt, and integral full-length cricket; capable of withstanding loads of size and height indicated.
1. Curb Subframing: Fabricated from 0.064-inch nominal-thickness, angle-, C-, or Z-shaped metallic-coated steel sheet.
 2. Insulation: 1-inch thick, rigid type.
- J. Pipe Flashing: Premolded, EPDM pipe collar with flexible aluminum ring bonded to base.
- K. Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads. Provide fasteners with heads matching color of materials being fastened by means of plastic caps or factory-applied coating.
1. Fasteners for Metal Roof Panels: Self-drilling or self-tapping, zinc-plated, hex-head carbon-steel screws, with a stainless-steel cap or zinc-aluminum-alloy head and EPDM sealing washer.
 2. Fasteners for Metal Wall Panels: Self-drilling or self-tapping, zinc-plated, hex-head carbon-steel screws, with EPDM sealing washers bearing on weather side of metal panels.
 3. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws with hex washer head.
 4. Blind Fasteners: Stainless-steel rivets.
- L. Corrosion-Resistant Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

- M. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.
- N. Metal Panel Sealants:
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene-compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape of manufacturer's standard size.
 - 2. Joint Sealant: ASTM C 920; one-part elastomeric polyurethane or polysulfide; of type, grade, class, and use classifications required to seal joints in metal panels and remain weather tight; and as recommended by metal building system manufacturer.

2.11 SOURCE QUALITY CONTROL

- A. Special shop inspections will not be required, manufacturer shall be registered and approved by authorities having jurisdiction to perform such Work without special inspection.
 - 1. After fabrication, submit certificate of compliance with copy to authorities having jurisdiction certifying that Work was performed according to Contract requirements.

2.12 FABRICATION

- A. General: Design components and field connections required for erection to permit easy assembly.
 - 1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
 - 2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members shall be free of cracks, tears, and ruptures.
- B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.
- C. Primary Framing: Shop fabricate framing components to indicated size and section, with base plates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.
 - 1. Make shop connections by welding or by using high-strength bolts.
 - 2. Join flanges to webs of built-up members by a continuous, submerged arc-welding process.
 - 3. Brace compression flange of primary framing with steel angles or cold-formed structural tubing between frame web and purlin web or girt web, so flange compressive strength is within allowable limits for any combination of loadings.
 - 4. Weld clips to frames for attaching secondary framing.
 - 5. Shop Priming: Prepare surfaces for shop priming according to SSPC-SP 2. Shop prime primary framing with specified primer after fabrication.

- D. Secondary Framing: Shop fabricate framing components to indicated size and section by roll-forming or break-forming, with base plates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.
 - 1. Make shop connections by welding or by using non-high-strength bolts.
 - 2. Shop Priming: Prepare uncoated surfaces for shop priming according to SSPC-SP 2. Shop prime uncoated secondary framing with specified primer after fabrication.

- E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
 - 1. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of metal panel.

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 the Work.
- B. Before erection proceeds, survey elevations and locations of concrete bearing surfaces and locations of anchor rods, bearing plates, and other embedments 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 and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.
- B. Provide temporary shores, guys, braces, and other supports during erection to keep structural framing secure, plumb, and in alignment against temporary construction loads and 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 ERECTION OF STRUCTURAL FRAMING

- A. Erect metal building system according to manufacturer's written erection instructions and erection drawings.

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- B. Do not field cut, drill, or alter structural members without written approval from metal building system manufacturer's professional engineer.
- C. Set structural framing accurately in locations and to elevations indicated, according to AISC specifications referenced in this Section. Maintain structural stability of frame during erection.
- D. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 - 3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- E. Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure will be completed and in service.
- F. Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level base plates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.
 - 1. Make field connections using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for bolt type and joint type specified.
 - a. Joint Type: Snug tightened or pretensioned.
- G. Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field bolt secondary framing to clips attached to primary framing.
 - 1. Provide rake or gable purlins with tight-fitting closure channels and fasciae.
 - 2. Locate and space wall girts to suit openings such as doors and windows.
 - 3. Provide supplemental framing at entire perimeter of openings, including doors, windows, louvers, ventilators, and other penetrations of roof and walls.
- H. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.
 - 1. Tighten rod and cable bracing to avoid sag.
 - 2. Locate interior end-bay bracing only where indicated.
- I. Erection Tolerances: Maintain erection tolerances of structural framing within AISC 303.

3.4 METAL PANEL INSTALLATION, GENERAL

- A. Examination: Examine primary and secondary framing to verify that structural-panel support members and anchorages have been installed within alignment tolerances required by manufacturer.
 - 1. Examine roughing-in for components and systems penetrating metal panels, to verify actual locations of penetrations relative to seams before metal panel installation.
- B. Coordination: Coordinate installation of metal roof and wall panels with roof curbs, insulation system, door frames, windows, service doors, flashing and trim, and similar items.
- C. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Field cut metal panels as required for doors, windows, and other openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes. Field cutting of metal panels by torch is not permitted.
 - 2. Install metal panels perpendicular to structural supports unless otherwise indicated.
 - 3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 5. Locate metal panel splices over, but not attached to, structural supports with end laps in alignment.
 - 6. Lap metal flashing over metal panels to allow moisture to run over and off the material.
- D. Lap-Seam Metal Panels: Install screw fasteners using power tools with controlled torque adjusted to compress EPDM washers tightly without damage to washers, screw threads, or metal panels. Install screws in predrilled holes.
 - 1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weather tight enclosure. Avoid "panel creep" or application not true to line.
- E. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.
- F. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated; or, if not indicated, provide types recommended by metal panel manufacturer.
 - 1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.
 - 2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."

3.5 METAL ROOF PANEL INSTALLATION

- A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.
1. Install ridge caps as metal roof panel work proceeds.
 2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.
- B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint, at location and spacing and with fasteners recommended by manufacturer.
1. Install clips to supports with self-drilling or self-tapping fasteners.
 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 3. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so that clip, metal roof panel, and factory-applied sealant are completely engaged.
 4. Rigidly fasten eave end of metal roof panels and allow ridge end free movement due to thermal expansion and contraction. Pre-drill panels for fasteners.
 5. Provide metal closures at rake edges, rake walls, ridges, and each side of ridge caps.
- C. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.6 METAL WALL PANEL INSTALLATION

- A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
 2. Shim or otherwise plumb substrates receiving metal wall panels.
 3. Rigidly fasten base end of metal wall panels and allow eave end free movement due to thermal expansion and contraction. Pre-drill panels.
 4. Flash and seal metal wall panels with weather closures at eaves, rakes, and at perimeter of all openings. Fasten with self-tapping screws.
 5. Install screw fasteners in pre-drilled holes.
 6. Install flashing and trim as metal wall panel work proceeds.
 7. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated; or, if not indicated, as necessary for waterproofing.
 8. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
 9. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.
- B. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.

3.7 TRANSLUCENT PANEL INSTALLATION

- A. Translucent Panels: Attach translucent panels to structural framing with fasteners according to manufacturer's written instructions. Install panels perpendicular to supports unless otherwise indicated. Anchor translucent panels securely in place, with provisions for thermal and structural movement.
1. Provide end laps of not less than 6 inches and side laps of not less than 1-1/2-inch corrugations for metal roof panels.
 2. Provide end laps of not less than 4 inches and side laps of not less than 1-1/2-inch corrugations for metal wall panels.
 3. Align horizontal laps with adjacent metal panels.
 4. Seal intermediate end laps and side laps of translucent panels with translucent mastic.

3.8 METAL SOFFIT PANEL INSTALLATION

- A. Provide metal soffit panels the full width of soffits. Install panels perpendicular to support framing.
- B. Flash and seal metal soffit panels with weather closures where panels meet walls and at perimeter of all openings.

3.9 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weather tight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
1. Coordinate installation of flashing and trim with roof curbs, door frames, windows, service doors, and similar items.
 2. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.

3. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- C. Gutters: Join sections with lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than 36 inches on center using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.
 - D. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches on center in between. Provide elbows at base of downspouts to direct water away from building.
 - E. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to panel as recommended by manufacturer.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
 1. High-Strength, Field-Bolted Connections: Connections shall be tested and inspected during installation according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 2. Welded Connections: In addition to visual inspection, field-welded connections shall be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at inspector's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.
- C. Product will be considered defective if it does not pass tests and inspections.

3.11 CLEANING AND PROTECTION

- A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Touchup Painting: After erection, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted structural framing and accessories.

1. Clean and prepare surfaces by SSPC-SP 2, "Hand Tool Cleaning," or by SSPC-SP 3, "Power Tool Cleaning."
 2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.
- C. Metal Panels: Remove temporary protective coverings and strippable films, if any, as metal panels are installed. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
1. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION