



**UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING  
INFORMAL BIDDING  
(PROJECT VALUE \$60,001 to \$200,000)**

**BIDDING AND CONTRACT DOCUMENTS**

**DUDLEY ELEMENTARY SCHOOL  
8000 Aztec Way  
Antelope, CA 95843**

**ADMINISTRATION BUILDING MODIFICATION PROJECT  
Bid No. 24-08**

**April 15, 2024**

**Center Joint Unified School District  
8408 Watt Avenue  
Antelope, CA 95843**

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### **TECHNICAL SPECIFICATIONS**

| <b><u>SECTION</u></b> | <b><u>DESCRIPTION</u></b>         |
|-----------------------|-----------------------------------|
| 01 21 00              | Cash Allowances                   |
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| 08 11 13              | Hollow Metal Doors and Frames     |
| 08 71 00              | Door Hardware                     |
| 08 80 00              | Glazing                           |
| 09 91 00              | Painting                          |

### **DRAWINGS**

Administration Building Site Plan, Site Plan - Enlarged and Floor Plan

**NOTICE CALLING FOR BIDS****TO ALL QUALIFIED BIDDERS FOR: B License - Administration Building Modification Project**

|   |  |
|---|--|
| DISTRICT  | CENTER JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT")  |
| PROJECT DESCRIPTION                                       | Dudley Elementary School – Administration Building Modification Project<br>Bid No. 24-08   |
| JOB WALK  | <b>Mandatory Job Walk on:</b><br><b>Wednesday, April 17, 2024</b> , beginning promptly at <b>4:00pm</b><br>Location: <b>Meet at front of the school</b>  |
| PRE-BID INQUIRIES   | Submit no later than:<br>12:00 PM, Friday, April 19, 2024  |
| PRE-BID RESPONSES/ADDENDUMS                               | Monday, April 22, 2024   |
| <b>DEADLINE TIME/DATE FOR SUBMISSION OF BID PROPOSALS</b> | <b>2:00:00 PM</b><br><b>Thursday, April 25, 2024</b>   |
| LOCATION FOR RECEIPT OF BID                               | <b>CJUSD Facilities Office – 8408 Watt Avenue, Antelope, CA 95843</b>  |
| LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS         | District Website - <a href="https://www.centerusd.org/About-Us/General-information/Request-For-Proposal/index.html">https://www.centerusd.org/About-Us/General-information/Request-For-Proposal/index.html</a> |

NOTICE IS HEREBY GIVEN that pursuant to the Informal Bidding Procedures pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) Public Contract Code §22000 *et seq.*, the District, acting by and through its Board of Education, will receive up to, but not later than the above-stated date and time, Bid Proposals for the Contract for the Work generally described as:

**Dudley Elementary School****Administration Building Modification Project Bid #24-08**

1. Qualified Bidders. The District will consider a Bid Proposals only if submitted by a Bidder who is on the District's Informal Bidding Qualified Bidders List for the Contractors' License classification set forth above ("Qualified Bidder") at the time of submitting the Bid Proposal. A Bid Proposal submitted by a Bidder who is not a Qualified Bidder will be rejected for non-responsiveness. To review the current list of Qualified Bidders and/or to be added to the List, complete the "Notice Inviting Interested Contractors" form which can be downloaded from the District website <https://www.centerusd.org/About-Us/General-information/Request-For-Proposal/index.html> or request a form via email to [centerjusedprequal@capitalpm.com](mailto:centerjusedprequal@capitalpm.com).
2. Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bids must be submitted in a sealed envelope, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District at or prior to the date and time set forth above shall be considered.

3. Project Information; Bid and Contract Documents. The Bid and Contract Documents and additional Project information are available online on the District's webpage <https://www.centerusd.org/About-Us/General-information/Request-For-Proposal/index.html>. Any and all Project Addenda will be posted on the District webpage. It shall be Bidder's sole responsibility to conduct periodic checks of the District webpage to identify and download any Project Addenda. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness.
4. Documents Accompanying Bid Proposal. The following must be submitted with the Bid Proposal:
- Bid Proposal
  - Non-Collusion Declaration
  - Designation of Subcontractors Form
  - Site Visit Certification

**All of the above must be in the form and content included with the Contract Documents.**

5. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Department of Industrial Relations has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. These determinations, entitled "PREVAILING WAGE SCALE" may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at <http://www.dir.ca.gov/dirdatabases.html>. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor compliance with prevailing wage rate requirements and enforce the Contractor's prevailing wage rate obligations.
6. Contractors' License Classification. Pursuant to California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California Contractors License at the time of submission of the Bid Proposal: **B - General Building**. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless the Bidder awarded the Contract is properly and duly licensed to perform the Work at all times.
7. Pre-Bid Inquiries. Bidders may submit and are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests before the latest date for submittal of pre-bid inquiries as referenced in the Notice to Bidders. Pre-bid inquiries or clarification requests shall be submitted in writing to the Owner's Representative Sharon Thomas (SharonT@capitalpm.com) not less than six days prior to bid opening. The email subject line should include "Dudley ES Admin Bldg Project 24-08". A written response to timely pre-bid clarifications requests which materially affects the Bidders' price will be made by addendum issued by the District not less than seventy-two (72) hours prior to bid opening. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Inquiries within the time stated above will not be accepted.

8. No Withdrawal of Bid Proposals. Any Bid Proposal may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipts of Bid Proposals. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. Bid Proposals shall not be withdrawn by any Bidder for a period of sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
9. Job-Walk. Job Walk requirements are set forth above. If the Job Walk is mandatory, the Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive.
10. Alternates. Not Used
11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

**[END OF SECTION]**

## INSTRUCTIONS FOR BIDDERS

Preparation and Submittal of Bid Proposal. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on forms not issued by the District are non-responsive and will be rejected. The District will include **\$10,000** in an allowance to cover any unforeseen conditions. Bidder's **total bid** shall include contractor's base bid plus District allowance.

1. Documents Accompanying Bid Proposal; Signatures. Any document submitted with a Bid Proposal which is not complete, accurate and executed, as required by each document, will result in the Bid Proposal being deemed non-responsive.
2. Modifications. Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.
3. Examination of Site and Contract Documents. Each Bidder shall at its sole cost and expense inspect the Site to become fully acquainted with conditions affecting the Work and carefully review the Contract Documents; submission of a Bid Proposal is prima facie evidence of such action by the Bidder. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation under the Contract Documents.
4. District's Right to Modify Contract Documents. The District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda issued to all Bidders issued a set of Contract Documents. ***Bidders are solely responsible for reviewing and confirming all addenda issued by the District. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive and rejected.***
5. Non-Collusion Declaration. No person or entity shall submit or be interested in more than one Bid Proposal for the Work; provided, however, that a person or entity that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a subproposal, quoting prices to other Bidders or submitting a Bid Proposal for the Work. The form of Non-Collusion Declaration included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid Proposal will render the Bid Proposal non-responsive.
6. Qualifications Statement. Not Used.

7. Subcontractors. Each Bidder shall submit identify its proposed Subcontractors whose work is valued at one-half of one percent (.05%) or more of the Bid Proposal amount on the form of Subcontractors List for the Work. All Bidders are encouraged to disseminate all of the Contract Documents to all persons or entities submitting sub-bids to the Bidder. Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with Department of Industrial Relations.
9. Award of Contract. The Contract for the Work, if awarded, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal. The District's Board of Education will take action to award the Contract. Bidders will be notified in writing of the Bidder to whom the District has awarded the Contract.
10. Bid Protests. Any bid protest shall be filed in writing with the District's Director of Facilities not more than three (3) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
  - 10.1. Resolution of Bid Protest. Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
  - 10.2. Appeal. If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Districts' Superintendent or his or her designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided.
  - 10.3. Appeal Review. The Superintendent or his or her designee shall review the decision on the bid protest from the Director of Facilities and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Superintendent or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.
  - 10.4. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Contract for the Project and commence construction pending an appeal. If there is State funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by first class mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award of the Contract.

- 10.5. Finality. Failure to comply with this bid protest procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting Bidder's administrative remedies.
11. CUPCCAA. This Project is being let in accordance with the California Uniform Public Construction Cost Accounting ("CUPCCAA") set forth in Public Contract Code section 22000 *et seq.* Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual.

**[END OF SECTION]**



**BID PROPOSAL**

**PROJECT: Dudley Elementary School – Administration Building Modification Project**  
**BID #24-08**

|  |  |  |
|--|--|--|
| Bidder Name                                  | _____  |  |
| Bidder Representative(s)                     | _____<br>Name and Title<br>_____<br>Name and Title             |  |
| Bidder Representative(s) Contact Information | Email _____<br>_____<br>_____                                  | (____) _____<br>Telephone<br>(____) _____<br>Fax |
| Bidder Mailing Address                       | _____<br>Address<br>_____<br>City/State/Zip Code               |  |
| California Contractors' License              | _____<br>Number<br>_____<br>Classification and Expiration Date |  |
| DIR Registration #                           | # _____<br>Expiration Date: _____                              |  |

1. Bid Proposal.

- 1.1. Bid Proposal Amount. The undersigned Bidder proposes to furnish all labor, materials, tools, equipment and services necessary to complete in accordance with the Contract Documents for the Work for the sum of in words and numbers:

**Administration Building Modification Project**

|                              |           |
|------------------------------|-----------|
| _____ Dollars                | \$ _____  |
| CONTRACTORS BASE BID (Words) | (Numbers) |

|                    |              |
|--------------------|--------------|
| DISTRICT ALLOWANCE | \$ 10,000.00 |
|--------------------|--------------|

|  |           |
|--|-----------|
| _____ Dollars                                | \$ _____  |
| CONTRACTORS BASE BID PLUS DISTRICT ALLOWANCE | (Numbers) |
| TOTAL BID (Words)                            |           |

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions in this Bid Proposal.

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

\_\_\_\_\_  
(initial) Addenda Nos. \_\_\_\_\_ Received, acknowledged  
and incorporated into this Bid Proposal.

- 1.2. Alternate Bid Items. If the bidding includes Alternate Bid Items, the Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal attached to this Bid Proposal.

2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following:

- Non-Collusion Declaration
- Designation of Subcontractors Form
- Site Visit Certification

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected for non-responsiveness.

3. Award of Contract. Within five (5) days after notification of award of the Contract, the Bidder awarded the Contract shall execute and deliver to the District the Contract in the form attached hereto along with:

- Certificates of Insurance evidencing all insurance coverages required under the Contract Documents and approved additional insured endorsements naming the District as an additional insured
- Payment Bond
- Performance Bond
- Certificate of Workers' Compensation Insurance
- Drug-Free Workplace Certificate
- Contractor Certification Regarding Background Checks

Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion, elect to award the Contract to the responsive responsible Bidder submitting the next lowest priced Bid Proposal, or to reject all Bid Proposals.

4. Contractors' License. The Bidder certifies that: (i) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents, as designated by the District; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (iii) that all Subcontractors providing or performing any portion of the Work are and shall remain properly licensed to perform or provide such portion of the Work.
5. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. By submitting this Bid Proposal, the undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible, accurate and complete for the Bidder to complete the Work in a workmanlike manner within the Contract Time and for the price proposed herein. The undersigned Bidder warrants and represents to the District that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein, within the Contract Time and in accordance with the Contract Documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Bidder's Authorized Officer or Representative)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

## NON-COLLUSION DECLARATION

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company],  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

By: \_\_\_\_\_  
(Signature of Bidder's Authorized Officer or Representative)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion of the work.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

**NOTE:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

| Work to be done by Subcontractor | Subcontractor | Location of Business | CSLB Contractor License No. | DIR Registration No. |
|----------------------------------|---------------|----------------------|-----------------------------|----------------------|
|                                  |               |                      |                             |                      |
|                                  |               |                      |                             |                      |
|                                  |               |                      |                             |                      |
|                                  |               |                      |                             |                      |
|                                  |               |                      |                             |                      |
|                                  |               |                      |                             |                      |
|                                  |               |                      |                             |                      |

Proper Name of Bidder:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature of Bidder Representative: \_\_\_\_\_

## SITE-VISIT CERTIFICATION

PROJECT: **Dudley Administration Building Modification Project**  
#24-08

Check whichever option applies:

\_\_\_\_\_ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

\_\_\_\_\_ I certify that \_\_\_\_\_ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully relieves and releases the Center Joint Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any liability for any monetary or other damage(s), related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into [Click here to enter a date.](#), in the City of Antelope, County of Sacramento, State of California, by and between the CENTER JOINT UNIFIED SCHOOL DISTRICT, a California school district ("District") and \_\_\_\_\_ ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Dudley Elementary School – Administration Building Modification Project Bid No. 24-08**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Architect/Design Professional In Charge.** Not Used.
3. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **FIFTY-NINE (59)** days after the commencement date of the Work set forth in the Notice to Proceed.
4. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Contract Price is based upon the Contractor's Base Bid Proposal for the Work plus the District Allowance of TEN THOUSAND DOLLARS (\$10,000) for unforeseen conditions and the following Alternate Bid Items, if any: \_\_\_\_\_.
- 4.1. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- 4.2. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.
5. **Liquidated Damages.** The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
- 5.1. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of TWO HUNDRED FIFTY DOLLARS (\$250.00).
- 5.2. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of TWO HUNDRED FIFTY DOLLARS (\$ 250.00).



**5.3. Surety Liability.** The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

**6. Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

**7. Insurance.** The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

**7.1. Insurance Requirements for Contractor.** The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

| Policy of Insurance                    | Minimum Coverage Amount   |
|--|---|
| Commercial General Liability Insurance | Per Occurrence: One Million Dollars (\$1,000,000)<br>Aggregate: Two Million Dollars (\$2,000,000) |
| Workers' Compensation                  | In accordance with the Laws   |
| Employers Liability                    | One Million Dollars (\$1,000,000)   |
| Builder's Risk                         | Full insurable value of the Work;<br>Seismic coverage is not required                             |

**7.2. Insurance Requirements for Subcontractors.** The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

| Policy of Insurance                    | Minimum Coverage Amount   |
|--|---|
| Commercial General Liability Insurance | Per Occurrence: One Million Dollars (\$1,000,000)<br>Aggregate: Two Million Dollars (\$2,000,000) |
| Workers' Compensation                  | In accordance with the Laws   |
| Employers Liability                    | One Million Dollars (\$1,000,000)   |

**8. District Representative.** The District Representative is Richard Putnam or his/her designee.

**9. Notices.** Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Richard Putnam, Director of Facilities  
Center Joint Unified School District  
8408 Watt Avenue  
Antelope, CA 95843

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 10. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Calling for Bids  
Instructions for Bidders  
Addenda as Issued  
Bid Proposal  
Non-Collusion Declaration  
Designation of Subcontractors

Drug Free Workplace Certification  
Contract; Terms and Conditions of Contract  
Payment Bond  
Performance Bond  
Certificate of Workers' Compensation Insurance  
Guarantee  
Contractor Certification re Background Checks & Attachment A  
Attachment 1 Technical Specifications & Drawings

- 11. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826**

IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.

**"DISTRICT"**  
Center Joint Unified School District

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name Printed or Typed)

Title: \_\_\_\_\_

**"CONTRACTOR"**  
[Contractor Name]

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name Printed or Typed)

Title: \_\_\_\_\_

## TERMS AND CONDITIONS OF CONTRACT FOR LABOR AND MATERIALS

1. **Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
2. **Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
3. **Construction Schedule.** Contractor shall prepare a Construction Schedule in such form and format approved by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
4. **Changes.**
  - 4.1 Changes to the Work. The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. Changes approved by the District shall be reduced to Change Order in the form established by the District.
  - 4.2 Substitutions. No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.
  - 4.3 Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only

upon action of the District's Board of Education approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

- 4.4 Contractor Notice of Changes. If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article.

5. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the

Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

## 6. Labor.

- 6.1 Prevailing Wage Rates. The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.

- 6.2 Apprentices. Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

## 6.3 DIR Registration.

- 6.3.1 Contractor and Subcontractor Compliance. Strict compliance with DIR Registration requirements pursuant to Labor Code §1725.5 is a material obligation of the Contractor hereunder. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

- 6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

6.3.4 Contractor/Subcontractor Penalties pursuant to § 1771.1(g). "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."

6.3.5 Subcontractor Penalties pursuant to § 1771.1 (h)(1). "In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000)."

#### 6.4 Certified Payroll Records.

6.4.1 Compliance With Labor Code §§1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

6.4.2 Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code §1776 is an express condition precedent to the District's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard

copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code §§1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.

6.5 Limits on Hours/Days of Work. The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law.

6.6 Competency and Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

6.7 Superintendent. The Contractor shall employ a full-time Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.

7. **Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers' Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

8. **Project Certification.** If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.

- 9. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and the recordation of the Notice of Completion, and completion all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.
- 10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers' Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.
- 11. Indemnification.** Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, board members, employees, agents and independent contractors (collectively, "Indemnitees") from all liabilities, claims, actions, liens, judgments, demands, damages,

losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of the Work or performance of service under this Contract or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Indemnitees from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this section. Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Indemnitees from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

A. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Contract or the Contract Documents, or (5) any claims of violation of the Americans with Disabilities Act ("ADA"), except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

B. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the Work covered by this Contract or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

C. Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any subcontractor or materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

D. Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the

Contractor or any subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Indemnitees, on account of or founded upon any cause, damage, or injury identified in this section and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Bonds.

## **12. District Right to Terminate.**

12.1 Termination for Cause. Termination for Cause: The District may terminate the Contractor and/or this Contract for the following reasons: persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; persistently or repeatedly is absent, without excuse, from the job site; fails to make payment to subcontractors, suppliers, materialmen, etc.; persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; fails to provide a schedule or fails or refuses to update schedules required under the Contract; falls behind on the Project and refuses or fails to undertake a recovery schedule; if the Contractor has been debarred from performing work; becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; Contractor or any of its subcontractors are not properly registered with DIR at all times; or is otherwise in substantial breach of a provision of the Contract Documents. When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor written notice of five (5) days, terminate the Contractor and/or this Contract.

12.2 Payments Withheld. If the District terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Project is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor.

12.3 Payments upon Completion. If the unpaid balance of the Total Contract Price exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified upon application. This payment obligation shall survive completion of the Contract.

12.4 Termination for Convenience. District may terminate the Contract upon five (5) days written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

## **13. Warranty.**

13.1 Warranty and Guarantee Obligations. The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within two (2) years, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

13.2 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

13.3 Survival of Warranties. The Contractor's warranty and guaranty obligations hereunder shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

14. **Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the

Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

## 15. Miscellaneous.

15.1 Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

15.2 Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204").

15.2.1 Contractor Claims. Contractor Claims are subject to the Section 9204 Procedures provided, however, that the Section 9204 Procedures are expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to submittal and resolution of Claims, change orders, disputes and other matters in controversy under the Contract Documents. By this reference, the Section 9204 Procedures are incorporated herein.

15.2.2 Subcontractor Claims. Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq.). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

15.2.3 Contractor Compliance with Government Code Claims Procedures. Disputed Claims and other matters in controversy asserted by the Contractor against the District are a "suit for money or damages" and subject to Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of §20104.4 Dispute Resolution Procedures is the Contractor's compliance with the Government Code Claims Process.

15.2.4 Disputed Claims. Claims not resolved by the Section 9204 Procedures are subject to the binding dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures).

15.2.5 Section 20104.4 Dispute Resolution Procedures, Claims Less Than \$375,000. Disputed Claims of \$375,000 or less shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Mediation conducted pursuant to Section 9204 Procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

15.3 Governing Law; Interpretation. This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

15.4 Successors. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

15.5 Permits; Approvals. Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

15.6 Non-Discrimination. The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

15.7 Days. Unless otherwise stated in the Contract Documents, all references to "days" shall be deemed references to calendar days.

15.8 Severability. If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.



- 15.9 Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents, the performance of either the District or the Contractor thereunder, or enforcement hereof.
- 15.10 Provisions Required by the Laws Deemed Incorporated. Each and every provision of law and clause required by the Laws to be inserted in the Contract Documents is deemed to be incorporated herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such revision.
- 15.11 No Oral Modifications. The terms of the Contract shall be modified only by written instrument duly executed on behalf of the Contractor and District. Verbal or oral modifications to the Contract of terms thereof are not valid or enforceable.
- 15.12 Entire Agreement. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

**[END OF SECTION]**

## SPECIAL CONDITIONS

The following supplements modify the General Terms and Conditions. Where a portion of the General Terms and Conditions is modified and or deleted by these Special Conditions, the unaltered portions of the General Conditions shall remain in effect.

### 1. SCOPE OF WORK

Provide a new entry door at the administration building as indicated on Administration Building Site Plan and Floor Plan.

Work to include but is not limited to:

- Demolition Work:
  - Safe-off interior and exterior of office/entry area to be demolished.
  - Install temporary fencing around the exterior work area.
  - Sawcut/remove brick for new door opening.
  - Remove window system, leaving transom window above.
  - Provide temporary security infill for the new door opening during non-work hours.
  - Remove existing and install new irrigation/sprinkler system adjacent to new concrete sidewalk area.
- Renovation Work (furnish/install):
  - Confirm dimensions to allow for a 3'x7'x1-3/4" (nominal size) and install a hollow metal door and half-glass window lite, per Section 08 11 13.
  - Include framing, hardware/fasteners, and attachment of frame to existing head and jamb materials.
  - Include Von Duprin "keyed dog" exit device, per Section 08 71 00.
  - Include hinges, per Section 08 71 00
  - Include closer, per Section 08 71 00.
  - Include kick plate, per Section 08 71 00.
  - Include Schlage cylinder(s) and keying to match school hardware system, per Section 08 11 13.
  - Include threshold, and door sweep, per Section 08 71 00.
  - Include lock guard, per Section 08 71 00.
  - Include door stop, seals, and silencers, per Section 08 71 00.
  - Grind/bevel brick at edges where sawcut, patch/repair/paint all floor, wall, trim, and interior and exterior surfaces disturbed.
  - Prep and paint new door and frame, per Section 09 90 00.
  - Prep subgrade for a new 5" thick concrete connecting sidewalk, including form/pour/finish/cure/strip, welded wire fabric (6x6—W2.0xW2.0), and 3,000 psi concrete.
  - Maintain ADA slope/cross slope grades for new concrete sidewalk.
  - Backfill and finish grade adjacent to the perimeter of new sidewalk with existing grades.

## 2. **CONTRACT TIME**

The Contractor's Baseline Schedule shall include the following Milestone Schedule

- Post Bid Document Phase – Milestone #1 (Start Date: Not Later than 5/1/2024)
  - Notice of Intent to Award
  - District Award
  - Post-Bid Contract Submittals
  - Project Submittal
- Post Bid Document Phase – Milestone #1 (Completion Date: Not Later than 5/21/24)
- Procurement/Mobilization Phase – Milestone #2 (Start Date: Not Later than 5/22/2024)
  - Notice to Proceed
  - Project Submittal
  - Procurement
  - Mobilization/initial layout
- Procurement/Mobilization Phase – Milestone #2 (Completion Date: Not Later than 6/4/2024)
- Construction Work Phase – Milestone #3 (Start Date: 6/5/2024)
  - All related scope of work.
- Construction Work Phase – Milestone #3 (Completion Date: Not Later than 7/31/2024)
- Final Contract Close-Out Phase – Milestone #5 (Start Date: Not Later than 8/1/2024)
  - Final Contract Close-Out
- Final Contract Close-Out Phase – Milestone #5 (Completion Date: Not Later than 8/31/2024)

[END OF SECTION]

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Center Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work or Project"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Center Unified School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud

practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

WITNESS my hand and official seal.

Commission expires:

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Center Joint Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work or Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Center Unified School District in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the

contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

[Signature on following page]



IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$\_\_\_\_\_ (This must be filled in by a corporate surety).

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

WITNESS my hand and official seal.

Commission expires:

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I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)  
\_\_\_\_\_, declare state and certify that:  
(Contractor Name)

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

Dated: \_\_\_\_\_

(Signature of Bidder's Authorized Officer or Representative)

(Name Printed or Typed)

Title:

**DRUG-FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
 (Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
3. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
4. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (ii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iii) the penalties that may be imposed upon employees for drug abuse violations.
5. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
6. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
7. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
8. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.  
 (City and State)

By: \_\_\_\_\_  
 (Signature of Bidder's Authorized Officer or Representative)

\_\_\_\_\_  
 (Typed or Printed Name)

Title: \_\_\_\_\_

## GUARANTEE

### **Project: Dudley Elementary School – Administration Building Modification Project Bid No. 24-08**

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

#### **Contractor**

\_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
(Signature of Contractor's Authorized Employee, Officer  
Or Representative)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:  
 [Name of Contractor/consultant]

☐ Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Center Joint Unified School District, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

☐ Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 [Name of Contractor]

\_\_\_\_\_  
 By its: \_\_\_\_\_

**ATTACHMENT A:**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

**ATTACHMENT 1 - TECHNICAL SPECIFICATIONS & DRAWINGS****TECHNICAL SPECIFICATIONS**

| <b><u>SECTION</u></b>  | <b><u>DESCRIPTION</u></b>  |
|------------------------|--|
| 01 21 00               | Cash Allowances  |
| 01 31 19               | Project Meetings & Procedures  |
| 01 35 76               | Alteration Project Procedures  |
| 01 45 00               | Quality Control  |
| 01 50 00               | Temporary Facilities and Controls  |
| 01 73 29               | Cutting and Patching   |
| 01 74 23               | Final Cleaning   |
| 08 11 13               | Hollow Metal Doors and Frames  |
| 08 71 00               | Door Hardware  |
| 08 80 00               | Glazing  |
| 09 91 00               | Painting   |
| <b><u>DRAWINGS</u></b> | Administration Building Site Plan, Site Plan - Enlarged and Floor Plan & Elevation |



SECTION 01 21 00

CASH ALLOWANCES

PART 1 – GENERAL

1.01 SUMMARY

- A. To provide a budget to cover scope of work not precisely determined by the Contract Documents prior to bidding, allow within the proposed Contract Sum the amounts described in this Section.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, Bidding and Contract Requirements, General Requirements and related Technical Requirements.
  - 2. Other provisions concerning Cash Allowances are stated in General Conditions.
  - 3. Other provisions concerning Cash Allowances also may be stated in other Sections of the Project Manual.

1.02 SPECIFIC CASH ALLOWANCES

BID PACKAGE #24-08 Project

- A. Dudley Elementary School Administration Building Modification: District to provide within the final Contract Price the amount of \$10,000 for unforeseen conditions to be used at the Owner's discretion. This allowance will be expended under a "time and material" basis using current prevailing wage rates, as directed by the Architect and Owner's Representative. All unused portions of the allowance will be deducted from the contract through a change order.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF DOCUMENT

SECTION 01 31 19

PROJECT MEETING & PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Owner's Representative will schedule and administer a preconstruction meeting, regular progress meetings, and specially called meetings throughout progress of the Work, and will:
  - 1. Prepare agenda for meetings.
  - 2. Make physical arrangements for meetings.
  - 3. Preside at meetings.
  - 4. Record the minutes; include significant proceedings and decisions.
  - 5. Reproduce and distribute copies of minutes after each meeting to participants in the meeting and to parties affected by decisions made at meeting.
- B. Representatives of Contractor, subcontractors and suppliers attending meetings shall be experienced supervisory staff with written authorization to act on behalf of the entity each represents.

1.02 PRECONSTRUCTION MEETING

- A. Timing: Prior to start of construction.
- B. Attendance: Architect and consultants as appropriate, District's representative, Owner's Representative, Contractors as requested.
- C. Purpose: Discuss and familiarize Contractors with construction administrative procedures to be used on Project.

1.03 PROGRESS MEETINGS

- A. Timing: Frequency, day and time to be determined by Owner's Representative, Architect and District.
- B. Attendance: Owner's Representative and each contractor on site. Owner's Representative, Architect, consultants and subcontractors when required.
- C. Purpose: The purpose of these meetings is to provide a formal and regular forum for the District, Owner's Representative, Architect and the Contractors to present questions, problems or issues that need to be addressed. It will also provide an opportunity to review the progress on previous issues and action items along with submittal and schedule review.
- D. Each Contractor scheduled to commence Work within the following week will attend the current week's meeting to coordinate Work with other contractors already on site.

1.04 SPECIALLY CALLED MEETINGS

- A. The Owner's Representative may call a special meeting at any time during the course of the Project. Special Project meetings shall include representatives of the Project as requested in order to discuss problems and/or solutions that are common to the Project.

PART 2 – PRODUCTS  
Not Used.

PART 3 – EXECUTION  
Not Used.

END OF DOCUMENT

SECTION 01 35 76

ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Products and installation for patching and extending work.
- B. Transition and adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.
- D. Salvage materials.

1.02 RELATED SECTIONS

- A. Section 01 73 29: Cutting and Patching.

1.03 ALTERATIONS, CUTTING AND PROTECTION

- A. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the work in manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.
- B. Perform cutting and removal work to remove minimum necessary, and in a manner to avoid damage to adjacent work.
  - 1. Cut finish surfaces such as concrete, masonry, drywall, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division, or where indicated.
- C. Cutting, boring, saw cutting, notching or drilling through the new or existing structural elements to be done only when specifically detailed on drawings or approved by Architect, Structural Engineer and DSA Representative.
- D. Protect existing finishes, equipment, and adjacent work, which is scheduled to remain, from damage.
  - 1. Protect existing and new' work from extremes of temperature.
    - a. Maintain existing Interior work above 60 degrees F.
    - b. Provide heat and humidity control as needed to prevent damage to remaining existing work and to new work.
- E. Provide temporary enclosures to separate work areas from existing building and from areas occupied by District.

PART 2 – PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials. As specified in product Sections; match new materials to Work.
  - 1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.

2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed consistent to, or better than, existing standards of quality.
- B. Type and Quality of Existing Products: Determine by Inspection and testing existing products where necessary, referring to existing Work as a standard.

### PART 3 – EXECUTION

#### 3.01 EXAMINATION

- A. Verify that demolition is complete, and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

#### 3.02 PREPARATION

- C. Cut, move, or remove items as necessary for access to alterations and/or renovation Work. Replace and restore at completion. The full extent of cutting and patching is not shown nor specified. The Contractor shall perform all cutting and patching as required.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

#### 3.03 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion and to accommodate District occupancy. Patch and extend existing work using skilled mechanics that are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that Specified for new work.
- B. Room Finishes. Complete in all respects consistent with the Contract Documents.
- C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to specified condition.
- D. Install Products as specified In Individual Sections.

#### 3.04 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition.
- B. Patch Work to match existing adjacent Work in texture and appearance, without breaks, steps or bulkheads.
- C. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

#### 3.05 ADJUSTMENTS

- A. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition.

- B. Where extreme change of plane of two inches or more occurs, request Instructions from Architect as to method of making transition.
- C. Trim existing doors as necessary to clear new threshold Installation. Refinish trim as required.
- D. Fit work at penetrations of surfaces as shown on drawings.

### 3.06 SALVAGED MATERIALS

- A. Salvaged Materials from existing facilities, which are specified in the Special Provisions or tagged in the field prior to the pre-bid walk-through to be salvaged, shall remain the property of the District. The Contractor shall include the removal, disassembly, preparation, marking, bundling, packaging, tagging, hauling, and stockpiling of salvaged materials or facilities to the location specified in the Special Provisions, or as directed by the District's Representative. Materials include parts, articles, and equipment of assembled facilities. Salvaging does not include the preparation of existing material that is to be reused in the work.
- B. When only specific materials from the facility are designated to be salvaged, the remaining materials from that facility shall be removed and disposed of as provided for elsewhere in the Contract Documents. Materials to be salvaged shall not be removed until their use in the existing facility is no longer required, as determined by the District's Representative.
- C. When practicable, salvaged materials shall be hauled directly to the location specified in the Special Provisions and stockpiled; however, salvaged materials may be temporarily stored at a location selected by the Contractor and approved by the District's Representative and later hauled to and stockpiled at their final location. Materials which are lost before stockpiling at their final location shall either be replaced by the Contractor, at the Contractor's expense, or, at the discretion of the District's Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Contractor.
- D. Materials designated to be salvaged that are damaged, as determined by the District's Representative, shall be segregated from undamaged material. After review of the damaged materials by the District's Representative, all damaged materials that are rejected by the District's Representative shall become the property of the Contractor and shall be disposed of as provided elsewhere in the Contract Documents.
- E. Materials to be salvaged that are damaged as a result of the Contractor's operations shall be repaired by the Contractor, at the Contractor's expense, to the satisfaction of the District's Representative. Materials that are damaged beyond repair as a result of the Contractor's operations shall be disposed of as provided elsewhere in the Contract Documents and replaced at the Contractor's expense; or, at the discretion of the District's Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Contractor.
- F. Replacements for lost or damaged materials shall be of the same kind and of the same or better quality and condition as the lost or damaged materials were prior to their removal. Replacement materials should also be of the same size, color, weight, etc. of the original materials. Matching or exceeding quality and condition alone may not permit the reuse of material.

### 3.07 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

### 3.08 FINISHES

- A. Finish surfaces as specified in Individual Product Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest Intersections.

3.09 CLEANING

- A. Clean adjacent District occupied areas of work soiled by work of this Contract (See General Conditions).

END OF DOCUMENT

SECTION 01 45 00

QUALITY CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Mock-up.
- E. Inspection and testing laboratory services.
- F. Manufacturers' field services and reports.

1.02 RELATED SECTIONS

- A. General Conditions – Article 3: The Contractor
- B. Technical Specifications

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. Contractors Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractor's absence, Contractor's appointed representative shall be responsible for all directions given him and said directions shall be binding as if given to the Contractor. Contractor's representative shall be responsible to coordinate all work to be performed.
- H. Shop and fieldwork shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with the drawings, approved shop drawings and these specifications.



- I. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. The Architect reserves the right to reject any materials and workmanship which are not considered to be up to the highest standards of the various trades involved. Such Inferior material or workmanship shall be replaced at no additional cost to the Owner.
- J. All work shall be installed by a knowledgeable contractor and defined "certified to install" by the specified materials manufacturers. The specifications and recommendations of the manufacturer whose materials are used shall be strictly adhered to during the application or installation of materials.
- K. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of guarantee shall be provided by the Contractor without additional cost to the District.

#### 1.04 REFERENCES

- A. Conform to reference standards by date of issue current on date of the Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- D. The Contractor shall be responsible for being current and knowledgeable of all building codes involved for all trades under his direction.
- E. Provide all work and materials in full accordance with the California Building Standards Code (CBC), the State Fire Marshal, Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, and any other applicable laws or regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.
- F. Furnish without extra charge any additional material and labor required to comply with these Rules and Regulations.

#### 1.05 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in Individual Sections to be removed, clear area after field sample has been accepted by Architect.

#### 1.06 MOCK-UP

- A. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.
- B. Where mock-up is specified in Individual Sections to be removed, clear area after mock-up has been accepted by Architect.

#### 1.07 INSPECTION AND TESTING LABORATORY SERVICES

- A. Inspection and Testing labs shall be directly employed by the District.

1.08 MANUFACTURERS FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect 30 days in advance of required observations.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 30 days of observation to Architect for review.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF DOCUMENT

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Temporary Facilities and controls required for this Work include, but are not necessarily limited to:

1. Parking and storage areas.
2. Site fencing and security.
3. Sanitary facilities.
4. Final and course of construction cleanup and removal of debris.

1.02 TEMPORARY UTILITIES

A. Contractor to provide if needed.

1.03 FIELD OFFICE/STORAGE CONTAINERS

A. Contractor to provide if needed.

1.04 PARKING OF VEHICLES

A. Each Contractor shall assume **all** responsibility for job site vehicle parking of his and his subcontractor's vehicles. Locations of parking shall be as directed by the Owner's Representative.

1.05 STORAGE AND LAYDOWN AREAS

A. The Owner's Representative will coordinate use of available laydown areas among various contractors. Only areas designated by Owner's Representative can be used by Contractors. Each contractor is responsible for providing his own fenced storage facilities (trailers or cargo containers.)

1.06 TEMPORARY SITE FENCING AND SECURITY

A. Each Contractor shall provide and maintain temporary fencing surrounding the buildings and/or rooms under construction, and staging areas. Set-up/relocation of temporary fencing shall be included for each phase of work as shown on the Preliminary Construction Schedule. Contractor is responsible for the security of all equipment, material, and completed construction items. Contractor is also responsible for securing any breeches to existing security system/building caused by his Work. Temporary measures may include watchman, temporary doors, temporary alarm, etc.

1.07 SANITARY FACILITIES

A. Each Contractor shall provide sanitary toilet facilities for use of all Workers employed on Project, in accordance with State and Local health departments. Use of District toilet facilities will not be allowed.

1.08 CLEANUP AND REMOVAL OF DEBRIS

- A. Each Contractor shall assume all responsibility for cleanup and removal of debris created by his Scope of Work on a daily basis. No community dumpsters will be provided. In the event unidentifiable job site clutter or debris becomes a problem, at Owner's Representatives request, each contractor shall provide sufficient labor to be directed by Owner's Representatives personnel in a group cleanup effort. If a Contractor's clean-up is found to be deficient, the District may backcharge the Contractor for clean-up and/or withhold progress payments as determined appropriate by the District in accordance with General Conditions - Article 2: Owner, Section 2.2 Owner's Right to Carry Out the Work Due to Partial Default in a Specific Segregated Area of Work (Two (2) Business Day Notice to Cure and Correct).

1.09 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION

- A. Contractor shall provide, maintain and remove upon completion of Work, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ladders, barricades, lights and all other protective structures or devices necessary for safety of Workers and public property as required to complete the Bid Package Scope of Work.
1. Safety:  
The contractor is responsible for the complete safety of district personnel, students, and the general public at all times.
  2. Walkways and barricades:  
If Contractor's portion of Work interferes with pedestrian traffic, provide pedestrian walkway protection conforming to City standards and CAL OSHA requirements.
  3. Access:  
The contractor is responsible to maintain access to the buildings at all times. Temporary covered walkways and/or barricades may be required.
  4. Protection:  
Each Contractor must protect all Workers and equipment from power lines by maintaining safe distances and by providing protective devices where and as required by Industrial Safety Commission and CAL-OSHA.
  5. Temporary construction and equipment:  
All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of State and any other authorities having jurisdiction (including insurance companies), with regards to safety precautions, operations and fire hazards.

PART 2 – PRODUCTS  
Not Used.

PART 3 – EXECUTION  
Not Used.

END OF DOCUMENT

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Execute cutting, fitting or patching of Work, required to:
  - 1. Make parts fit properly.
  - 2. Uncover Work to provide for installation of ill-timed Work.
  - 3. Remove and replace Work not conforming to requirements of Contract Documents.
  - 4. Remove and replace defective Work.
  - 5. Remove samples of installed Work as specified for testing.
  - 6. Remove existing materials (demolition) required prior to installation of specified Work.
  - 7. Uncover Work to provide for Architect's observation of covered Work.
- B. Do not endanger structural integrity of any Work by cutting or altering any part of it.
- C. The Contractors with structural responsibility within their scope of Work shall solely execute structural cutting and patching required for this Project, according to DSA Approved Drawings.
- D. Minor cutting and patching of finishes and/or trim will be performed by the Contractor where required for the execution of his Work. Locations of all cutting and patching (core boring, etc.) shall be reviewed and approved by the Architect, Structural Engineer and DSA Representative prior to the start of Work.
- E. Cutting, boring, saw cutting, notching or drilling through the new or existing structural elements to be done only when specifically detailed on drawings or approved by Architect, Structural Engineer and DSA Representative.
- F. The Contractor shall make the field measurements necessary for his Work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor from installing his material properly, the District's Representative and Architect shall be notified in writing within 24 hours. Cutting into the walls, ceilings and floors, if necessary, shall be carefully and neatly performed and then be repaired as specified in the Contract Documents. The Architect shall be consulted prior to the start of Work in all cases where cutting into a structural portion of the building is either desirable or necessary so that satisfactory reinforcement may be provided.
- G. Patching of all exposed architectural finishes shall be performed under the supervision of the Inspector. Cutting and patching of existing architectural finishes shall be minimized to the extent possible through careful routing and placement of new Work. The Architect or Inspector shall have the authority to reject substandard or unacceptable patching.
- H. Patching of openings that are cut in any fire rated walls or membranes shall be sealed tightly using approved materials only. Verify that fire rating envelopes are maintained and inspections provided prior to concealing Work. Cutting and patching, if required by Agencies to verify adequacy of protection after concealment, shall be performed at no cost to the District.

1.02 RELATED SECTIONS

- A. General Conditions.
- B. Section 01 50 00: Temporary Facilities and Controls.

### 1.03 SUBMITTALS

- A. Prior to cutting which affects structural safety of Project, submit written notice to Architect requesting consent to proceed with cutting. See items "C" and "F", Section 1.01.
- B. Should conditions of Work or schedule require change of materials or methods, submit written recommendation to Architect, within 48 hours, including:
  - 1. Conditions requiring change.
  - 2. Recommendations for alternative materials or methods.
  - 3. Submittals as required for substitutions.
  - 4. Quotations of charges or credits.
- C. Submit 48-hour advance written notice to Architect (with a copy to the District's Representative) designating the time Work will be uncovered.
- D. Submit all materials to be used in cutting and patching in accordance with Special Conditions..

## PART 2 – PRODUCTS

### 2.01 MATERIALS

- A. Primary Products: Materials for replacement of Work removed are to comply with Technical Specifications and are required to match original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution in accordance with Special Conditions.

## PART 3 – EXECUTION

### 3.01 EXAMINATION

- A. Examine existing conditions prior to commencing Work, including elements subject to movement or damage during cutting and patching.
- B. After uncovering existing Work, examine conditions affecting installation of new products and performance of Work.
- C. Beginning of cutting or patching operations means acceptance of existing conditions.

### 3.02 PREPARATION

- A. Provide means of shoring, bracing and temporary supports as required to maintain structural integrity of the Work.
- B. Provide devices, enclosures and methods to protect adjacent surfaces and areas of the property from damage, dust or disruption.
- C. Provide protection from the elements for areas, which may be exposed during cutting or patching.

- D. Maintain excavations free of water.

### 3.03 CUTTING

- A. Execute cutting, fitting and adjustment of products to permit finished installation to comply with specified tolerances and finishes.
- B. Perform cutting and demolition by methods, which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs and new Work.
- C. Uncover Work to install improperly sequenced Work.
- D. Remove and replace defective, rejected or non-conforming Work.
- E. Remove samples of installed Work for testing when requested.
- F. Provide openings in the Work for penetration of Mechanical and Electrical Work.
- G. Employ only experienced installers to perform cutting for weather exposed, moisture resistant and sight-exposed surfaces.
- H. Cut concrete, tile plaster and other rigid materials using masonry/concrete saws and core drills. Pneumatic tools are not allowed without prior approval.

### 3.04 PATCHING

- A. Execute patching to match adjacent Work.
- B. Fit products together to integrate seamlessly with adjacent Work.
- C. Execute patching by methods to avoid damage to adjacent Work, and which will provide appropriate surfaces to receive finishing Work.
- D. Employ only experienced installers to perform patching for weather exposed, moisture resistant and sight-exposed surfaces.
- E. Restore Work with new products in accordance with requirements of the Contract Documents.
- F. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with approved fire rated material in accordance with the manufacturer's installation instructions and applicable Codes.
- G. Fit Work to pipes, sleeves, ducts, conduits and other penetrations through affected surfaces neatly and leave in finished condition.
- H. All patched surfaces are to match adjacent finishes in all respects: Type, texture, thickness and color. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit or area.

END OF DOCUMENT

SECTION 01 74 23

FINAL CLEANING

PART 1 – GENERAL

1.01 SUMMARY

- A. General Works Package Contractor #2 is responsible for daily cleanup and a final cleaning prior to occupancy. This section only addresses the final cleaning required prior to punch listing and occupancy.
- B. Cleaning Program:
  - 1. The cleaning program shall include all construction areas and surrounding areas affected by the construction including site, exteriors of buildings / structures, roofs and interior of buildings.
  - 2. The areas to be cleaned shall be turned over to the owner in a "move-in" condition.
  - 3. All areas shall be free of all construction materials, dust, debris, markings and dirt.
  - 4. All surfaces shall be washed, cleaned and cleared of markings.
  - 5. All existing and new fixtures shall be cleaned, sanitized and ready for use.
  - 6. All new and existing hard surface floors will be stripped and waxed.

1.02 PROJECT CONDITIONS

- A. Comply fully with Federal and local environmental and antipollution regulations.
- B. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
- C. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 – PRODUCTS

2.01 MATERIALS AND METHODS

- A. Use cleaning materials and methods which will not create hazards to health or property or cause damage to products and which are recommended by manufacturers of products to be cleaned.

PART 3 – EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning operations. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

- 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities,



including landscape development areas, of rubbish, waste material, litter, and foreign substances.

2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
3. Remove petrochemical spills, stains, and other foreign deposits.
4. Remove tools, construction equipment, machinery, and surplus material from the site.
5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
6. All walls not newly painted shall be washed to clean readily removable dirt, markings, dust, and grime.
7. Remove debris and surface dust from limited access spaces, including roofs, attics and similar spaces.
8. All existing floors shall be thoroughly stripped of old wax and have at least four (4) coats of a combination wax/sealer, or two (2) coats of sealer and four (4) coats of wax. General Works Package Contractor #2 shall submit for prior approval manufactures information on floor finish to be applied. All new floors shall have their factory seal stripped off and shall have a floor finish applied according to the recommendations of the manufacturer.
9. New carpeted areas shall be thoroughly vacuumed, including edges. Any spotting during construction shall be removed. Existing carpeted areas shall be thoroughly shampooed.
10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces. Clean interior and exterior of all windows.
11. Clean all Toilet Rooms thoroughly and sanitized. All wall surfaces shall be free of grime, dirt, dust, markings and graffiti. All mirrors, fixtures, and partitions will be cleaned free of dirt and markings.
12. Scrub and seal all ceramic and terrazzo floors and walls.
13. Remove labels that are not Portable labels.
14. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
15. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
16. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
17. Replace disposable air filters and clean Portable air filters. Clean all exposed surfaces of diffusers, registers, and grilles.

18. Clean ducts, blowers, and coils if units were operated without filters during construction.
19. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs; defective and noisy starters in fluorescent fixtures, and defective dimming switches.
20. Leave the Project clean and ready for occupancy.
21. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period. Repair any damage from removal.
22. Compliances: Comply with governing regulations and safety standards for cleaning operations.
23. Remove waste materials from the site and dispose of lawfully.
24. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF DOCUMENT

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 hollow-metal work.
- B. Related Requirements:
  - 1. Section 08 71 00 "Door Hardware" for door hardware for hollow-metal doors.
  - 2. Section 08 80 00 "Glazing" for glazing within hollow metal door and window frames.
  - 3. Section 09 29 00 "Gypsum Board" for spot-grouting frames installed in wood-framed gypsum board partitions.
  - 4. Division 09 painting sections for field painting hollow metal doors and frames.

1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.4 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.6 SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, core descriptions and finishes.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each door type.
  - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
  - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 4. Locations of reinforcement and preparations for hardware.
  - 5. Details of each different wall opening condition.
  - 6. Details of anchorages, joints, field splices, and connections.
  - 7. Details of accessories.
  - 8. Details of moldings, removable stops, and glazing.
  - 9. Details of conduit and preparations for power, signal, and control systems.
- C. Samples for Verification:

1. For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches.
  - D. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.
  - E. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.
  - F. Oversize Construction Certification: For assemblies exceeding limitations of labeled assemblies.
- 1.7 DELIVERY, STORAGE, AND HANDLING
- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
    1. Provide additional protection to prevent damage to factory-finished units.
  - B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
  - C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Steelcraft; an Allegion company.
  2. Ceco Door Products; an Assa Abloy Group company.
  3. Door Components, Inc.
  4. Curries Company; an Assa Abloy Group company.
  5. Or Equal.
- B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

### 2.2 INTERIOR DOORS AND FRAMES

- A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2.
  1. Physical Performance: Level B according to SDI A250.4.
  2. Doors:
    - a. Type: As indicated in the Door and Frame Schedule.
    - b. Thickness: 1-3/4 inches.
    - c. Face: Uncoated, cold-rolled steel sheet, minimum thickness of 0.042 inch.

- d. Edge Construction: Model 1, Full Flush.
- e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.
- 3. Frames:
  - a. Materials: Uncoated, steel sheet, minimum thickness of 0.053 inch.
  - b. Sidelite and Transom Frames: Fabricated from same thickness material as adjacent door frame.
  - c. Construction: Full profile welded.
- 4. Exposed Finish: Prime.

## 2.3 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

- A. Construct exterior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Extra-Heavy-Duty Doors and Frames: SDI A250.8, Level 3.
  - 1. Physical Performance: Level A according to SDI A250.4.
  - 2. Doors:
    - a. Type: As indicated in the Door and Frame Schedule.
    - b. Thickness: 1-3/4 inches
    - c. Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A40 coating.
    - d. Edge Construction: Model 1, Full Flush and Model 3, Stile and Rail, where indicated.
      - 1) Provide custom stile and rail doors as shown on Drawings.
    - e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.
  - 3. Frames:
    - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A40 coating.
    - b. Construction: Full profile welded.
  - 4. Exposed Finish: Prime.

## 2.4 BORROWED LITES

- A. Hollow-metal frames shall match adjacent door frame.
- B. Construction: Full profile welded.

## 2.5 METAL INFILL PANELS

- A. Provide metal infill panels of same materials, construction, and finish as adjacent door assemblies.

## 2.6 FRAME ANCHORS

- A. Jamb Anchors:
  - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.

2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.
- B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch, and as follows:
  1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
  2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at finish floor surface.

## 2.7 MATERIALS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of pre-consumer recycled content not less than 25 percent.
- B. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.
  1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- F. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- G. Grout: ASTM C 476, except with a maximum slump of 4 inches, as measured according to ASTM C 143/C 143M.
- H. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.
- I. Glazing: Comply with requirements in Section 088000 "Glazing."
- J. Bituminous 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.

## 2.8 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

- B. Hollow-Metal Doors:
1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026 inch, steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches apart. Spot weld to face sheets no more than 5 inches o.c. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
  2. Vertical Edges for Single-Acting Doors: Provide beveled or square edges at manufacturer's discretion.
  3. Top Edge Closures: Close top edges of doors with inverted closures, except provide flush closures at exterior doors of same material as face sheets.
  4. Bottom Edge Closures: Close bottom edges of doors with end closures or channels of same material as face sheets.
  5. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
  6. Astragals: Provide overlapping astragal on one leaf of pairs of doors where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted or as required to comply with published listing of qualified testing agency.
- C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
1. Sidelite and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
  2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
  4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
  5. Jamb Anchors: Provide number and spacing of anchors as follows:
    - a. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      - 1) Three anchors per jamb up to 60 inches high.
      - 2) Four anchors per jamb from 60 to 90 inches high.
      - 3) Five anchors per jamb from 90 to 96 inches high.
      - 4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
    - b. Compression Type: Not less than two anchors in each frame.
    - c. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches o.c.
  6. Head Anchors: Two anchors per head for frames more than 42 inches wide and mounted in metal-stud partitions if required by manufacturer.
  7. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
    - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
    - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.

- E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
  - 1. Reinforce doors and frames to receive non-templated, mortised, and surface-mounted door hardware.
  - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.
- F. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with mitered hairline joints.
  - 1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.
  - 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
  - 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
  - 4. Provide loose stops and moldings on inside of hollow-metal work.
  - 5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

## 2.9 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

## 2.10 ACCESSORIES

- A. Louvers: Provide louvers for interior doors, where indicated, which comply with SDI 111C, with blades or baffles formed of 0.020-inch-thick, cold-rolled steel sheet set into 0.032-inch-thick steel frame.
  - 1. Sightproof Louver: Stationary louvers constructed with inverted-V or inverted-Y blades.
- B. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- C. Grout Guards: Formed from same material as frames, not less than 0.016 inch thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.



### 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Drill and tap doors and frames to receive non-templated, mortised, and surface-mounted door hardware.

### 3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Frames: Install hollow-metal frames for doors, transoms, sidelites, borrowed lites, and other openings, of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    - b. Install frames with removable stops located on secure side of opening.
    - c. Install door silencers in frames before grouting.
    - d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - e. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    - f. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
  - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
  - 3. In-Place Concrete or Masonry Construction: Secure frames in place with post-installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
  - 4. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
    - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
  - 1. Non-Fire-Rated Steel Doors:
    - a. Between Door and Frame Jambs and Head: 1/8 inch plus or minus 1/32 inch.
    - b. Between Edges of Pairs of Doors: 1/8 inch to 1/4 inch plus or minus 1/32 inch.
    - c. At Bottom of Door: 5/8 inch plus or minus 1/32 inch.

- d. Between Door Face and Stop: 1/16 inch to 1/8 inch plus or minus 1/32 inch.
  - D. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.
    - 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c. and not more than 2 inches o.c. from each corner.
- 3.4 ADJUSTING AND CLEANING
- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
  - B. Remove grout and other bonding material from hollow-metal work immediately after installation.
  - C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
  - D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
  - E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions of Division 1 Specification Sections, apply to this Section.

### **1.02 SUMMARY**

- A. This Section includes items known commercially as finish or door hardware that are required for swing, sliding, and folding doors, except special types of unique hardware specified in the same sections as the doors and door frames on which they are installed.
- B. This Section includes the following, but is not necessarily limited to:
  - 1. Door Hardware, including electric hardware.
  - 2. Storefront and Entrance door hardware.
  - 3. Power supplies for electric hardware.
  - 4. Thresholds, gasketing and weather-stripping.
  - 5. Door silencers or mutes.
- C. Related Sections: The following sections are noted as containing requirements that relate to this Section, but may not be limited to this listing.
  - 1. Division 8: Section - Steel Doors and Frames.
  - 2. Division 8: Section - Wood Doors.
  - 3. Division 8: Section - Aluminum Storefront
  - 4. Division 28: Section - Fire/Life-Safety Systems & Security Access Systems.

### **1.03 REFERENCES (USE DATE OF STANDARD IN EFFECT AS OF BID DATE.)**

- A. 2019 California Building Code, CCR, Title 24.
- B. BHMA – Builders' Hardware Manufacturers Association
- C. CCR – California Code of Regulations, Title 24, Part 2, California State Accessibility Standards.
- D. DHI – Door and Hardware Institute
- E. NFPA - National Fire Protection Association.
  - 1. NFPA 80 - Fire Doors and Other Opening Protectives
  - 2. NFPA 105 - Smoke and Draft Control Door Assemblies
- F. UL - Underwriters Laboratories.
  - 1. UL 10C - Fire Tests of Door Assemblies
  - 2. UL 305 - Panic Hardware
- G. WHI - Warnock Hersey Incorporated

H. SDI - Steel Door Institute

1.04 SUBMITTALS & SUBSTITUTIONS

- A. General: Submit in accordance with Conditions of the Contract and Division 1 Specification sections.
- B. Submit product data (catalog cuts) including manufacturers' technical product information for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
- C. Submit six (6) copies of schedule organized vertically into "Hardware Sets" with index of doors and headings, indicating complete designations of every item required for each door or opening. Include following information:
  1. Include a Cover Sheet with;
    - a. Job Name, location, telephone number.
    - b. Architects name, location and telephone number.
    - c. Contractors name, location, telephone number and job number.
    - d. Suppliers name, location, telephone number and job number.
    - e. Hardware consultant's name, location and telephone number.
  2. Job Index information included;
    - a. Numerical door number index including; door number, hardware heading number and page number.
    - b. Complete keying information (referred to DHI hand-book "Keying Systems and Nomenclature"). Provision should be made in the schedule to provide keying information when available; if it is not available at the time the preliminary schedule is submitted.
    - c. Manufacturers' names and abbreviations for all materials.
    - d. Explanation of abbreviations, symbols, and codes used in the schedule.
    - e. Mounting locations for hardware.
    - f. Clarification statements or questions.
    - g. Catalog cuts and manufacturer's technical data and instructions.
  3. Vertical schedule format sample:

| Heading Number 1 (Hardware group or set number – HW -1) |     |        |  |         |         |
|---|-----|--------|--|---------|---------|
|   |     |        | (a) 1 Single Door #1 - Exterior from Corridor 101    | (b) 90° | (c) RH  |
|   |     |        | (d) 3' 0"x7' 0" x 1-3/4" x (e) 20 Minute (f) WD x HM |         |         |
| (g) 1   | (h) | (i) ea | (j) Hinges - (k) 5BB1HW 4.5 x 4.5 NRP (l) ½ TMS      | (m) 626 | (n) IVE |
| 2   | 6AA | 1 ea   | Lockset - ND50PD x RHO x RH x 10-025 x JTMS          | 626     | SCH     |

(a) - Single or pair with opening number and location. (b) - Degree of opening (c) - Hand of door(s) (d) - Door and frame dimensions and door thickness. (e) - Label requirements if any. (f) - Door by frame material. (g) - (Optional) Hardware item line #. (h) - Keyset Symbol. (i) - Quantity. (j) - Product description. (k) - Product Number. (l) - Fastenings and other pertinent information. (m) - Hardware finish codes per ANSI A156.18. (n) - Manufacture abbreviation.

- D. Make substitution requests in accordance with Division 1. Substitution requests must be made prior to bid date. Include product data and indicate benefit to the project. Furnish samples of any proposed substitution.
- E. Wiring Diagrams: Provide product data and wiring and riser diagrams for all electrical products listed in the Hardware Schedule portion of this section.
- F. Keying Schedule: Submit separate detailed schedule indicating clearly how the District's final instructions on keying of locks has been fulfilled.
- G. Templates for doors, frames, and other work specified to be factory prepared for the installation of door hardware. Check shop drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- H. Furnish as-built/as-installed schedule with close-out documents, including keying schedule and transcript, wiring/riser diagrams, manufacturers' installation and adjustment and maintenance information.
- I. LEED Certification Points: Submit information and certifications necessary to achieve maximum points for LEED certification; coordinate and cooperate with District and Architect in providing information necessary for required LEED rating.

#### 1.05 QUALITY ASSURANCE

- A. Obtain each type of hardware (latch and lock sets, hinges, closers, exit devices, etc.) from a single manufacturer.
- B. Supplier Qualifications: A recognized architectural door hardware supplier, with warehousing facilities in the project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this project and that employs an experienced architectural hardware consultant (AHC) who is available to District, Architect, and Contractor, at reasonable times during the course of the Work, for consultation.
  - 1. Responsible for detailing, scheduling and ordering of finish hardware.
  - 2. Meet with District to finalize keying requirements and to obtain final instructions in writing.
  - 3. Stock parts for products supplied and are capable of repairing and replacing hardware items found defective within warranty periods.
- C. Hardware Installer: Company specializing in the installation of commercial door hardware with five years documented experience.
- D. Fire-Rated Openings: Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and tested by UL or Warnock Hersey for given type/size opening and degree of label. Provide proper latching hardware, door closers, approved-bearing hinges and seals whether listed in the Hardware Schedule or not.
  - 1. Where emergency exit devices are required on fire-rated doors, (with supplementary marking on doors' UL labels indicating "Fire Door to be Equipped with Fire Exit Hardware") provide UL label on exit devices indicating "Fire Exit Hardware".

- E. Exit Doors: Operable from inside with single motion without the use of a key or special knowledge or effort.
- F. Product packaging to be labelled in compliance with CA Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Coordinate delivery of packaged hardware items to the appropriate locations (shop or field) for installation.
- B. Hardware items shall be individually packaged in manufacturers' original containers, complete with proper fasteners. Clearly mark packages on outside to indicate contents and locations in hardware schedule and in work.
- C. Provide locked storage area for hardware, protect from moisture, sunlight, paint, chemicals, etc.
- D. Contractor to inventory door hardware jointly with representatives of hardware supplier and hardware installer until each all are satisfied that count is correct.

1.07 WARRANTY

- A. Provide warranties of respective manufacturers' regular terms of sale from day of final acceptance as follows:
  - 1. Locksets: "L" Series (3) years – "ND" Ten (10) years.
  - 2. Electronic: One (1) year.
  - 3. Closers: Thirty (30) years.
  - 4. Exit devices: Three (3) years.
  - 5. All other hardware: Two (2) years.

1.08 MAINTENANCE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for District's continued adjustment, maintenance, and removal and replacement of door hardware.

1.09 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-installation conference at least one week prior to beginning work of this section.
- B. Attendance: Architect, Construction Manager, Contractor, Security Contractor, Hardware Supplier, Installer, Key District Personnel, and Project Inspector.
- C. Agenda: Review hardware schedule, products, installation procedures and coordination required with related work. Review District's keying standards.

**PART 2 - PRODUCTS**

2.01 MANUFACTURERS

| <u>Item</u>                        | <u>Manufacturer</u>                      | <u>Acceptable Substitutes</u>     |
|------------------------------------|--|-----------------------------------|
| Hinges                             | Pemko (Continuous)<br>Ives (Butt Hinges) | Roton<br>Hager, Stanley, McKinney |
| Locks, Latches<br>& Cylinders      | Schlage                                  | No Substitutions                  |
| Exit Devices                       | Von Duprin                               | No Substitutions                  |
| Closers                            | LCN                                      | No Substitutions                  |
| Push, Pulls<br>& Protection Plates | Ives                                     | Trimco, BBW, DCI                  |
| Flush Bolts                        | Ives                                     | Trimco, BBW, DCI                  |
| Dust Proof Strikes                 | Ives                                     | Trimco, BBW, DCI                  |
| Stops                              | Ives                                     | Trimco, BBW, DCI                  |
| Overhead Stops                     | Glynn-Johnson                            | Or Approved Equal                 |
| Thresholds                         | Pemko                                    | Zero, National Guard              |
| Seals & Bottoms                    | Pemko                                    | Zero, National Guard              |

## 2.02 MATERIALS

- A. Hinges: All interior doors to have ball bearing butt hinges. All doors to have non-rising pins.
  1. Hinges shall be sized in accordance with the following:
    - a. Height:
      - 1) Doors up to 42" wide: 4-1/2" inches.
      - 2) Doors 43" to 48" wide: 5 inches.
    - b. Width: Sufficient to clear frame and trim when door swings 180 degrees.
    - c. Number of Hinges: Furnish 3 hinges per leaf to 7'-5" in height. Add one for each additional 2 feet in height.
  2. Furnish non-removable pins (NRP) at interior key lock doors with reverse bevels.
- B. Continuous Hinges: As manufactured by Pemko. All exterior doors are to be full length, mortised, continuous hinges. All FRP doors are to have full length, mortised, heavy-duty continuous hinges.
- C. Heavy Duty Cylindrical Locks and Latches: Schlage "ND" Series as scheduled with "Rhodes" design, fastened with through-bolts and threaded chassis hubs.
  1. Provide cylindrical locksets exceeding the ANSI/BHMA A156.2 Grade 1 performance standards for strength, security, and durability in the categories below:
    - a. Abusive Locked Lever Torque Test – minimum 3,100 inch-pounds without gaining access
    - b. Offset lever pull – minimum 1,600 foot pounds without gaining access
    - c. Vertical lever impact – minimum 100 impacts without gaining access
  2. Cycle life - tested to minimum 16 million cycles per ANSI/BHMA A156.2 Cycle Test with no visible lever sag or use of performance aids such as set screws or spacers
  3. UL 10C for 4'-0" x 10'-0" 3-hour fire door.
  4. Cylinders: Refer to "KEYING" article, herein.
  5. Provide solid steel anti-rotation through bolts and posts to control excessive rotation of lever.
  6. Provide lockset that allows lock function to be changed to over twenty other common functions by swapping easily accessible parts.

7. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2 inch latch throw capable of UL listing of 3 hours on a 4' x 10' opening. Provide proper latch throw for UL listing at pairs.
8. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
9. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.
10. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
11. Provide wired electrified options as scheduled in the hardware sets.
  - a. 12 through 24 volt DC operating capability, auto-detecting
  - b. Selectable EL (fail safe)/EU (fail secure) operating mode via switch on chassis
  - c. 0.230A (230mA) maximum current draw
  - d. 0.010A (10mA) holding current
  - e. Modular / "plug in" request to exit switch
12. Lever Trim: Solid cast levers without plastic inserts, and wrought roses on both sides.
13. All exterior applications with Vandlgard levers and all interior applications Non Vandlgard levers.

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D. Schlage "L" Series as scheduled with "06" Style Lever and "A" Style Rose.

1. Locksets to comply with ANSI A156.13, Series 1000, Operational Grade 1 and Security Grade 1 with all standard trims. Locksets shall also comply with UL10C Positive Pressure requirements
2. Lock case shall be manufactured with heavy 12 gauge steel with fully wrapped design. Lock cases with exposed edges are not acceptable. Lock case shall be multi-functional allowing transformation to a different function without opening lock case.
3. Latchbolt shall have 3/4" throw and be non-handed, field reversible without opening the lock case. Solid latchbolts and / or plastic anti-friction devices are not acceptable.
4. The deadbolt, when used, shall be 1" throw stainless steel with a 3/4" internal engagement when fully extended.
5. All trim shall be through-bolted with the spring cages supporting the trim attached to the lock cases to prevent torqueing.
6. Levers to have independent rotation in both directions. Exterior lever assembly to be one-piece design attached by threaded bushing. Interior lever assembly shall be attached by screwless shank
7. Thru-bolt lever assemblies through the door for positive interlock. Locks using a through the door spindle for attachment are not acceptable. Spindles shall be independent, designed to "break-away" at a maximum of 75psi torque.
8. Hand of lock chassis to be changeable by simply moving one screw from one side to the case to the other and pulling and reversing the latchbolt.
9. Cylinders to be secured by a cast stainless steel, dual retainer. Locks utilizing screws and / or stamped retainers are not acceptable.

E. Deadlocks: Rotating cylinder trim rings of attack-resistant design. Mounting plates and actuator shields of plated cold-rolled steel. Mounting screws of 1/4" diameter steel and protected by drill-resistant ball bearings. Steel alloy deadbolt with hardened steel roller. Strike alloy deadbolt with reinforcer and two 3" long screws. ANSI A156.5, 2001 Grade 1 certified.

F. Exit devices: Von Duprin as scheduled.



1. Provide certificate by independent testing laboratory that device has completed over 1,000,000 cycles and can still meet ANSI/BHMA A156.3 - 2001 standards.
  2. All internal parts shall be of cold-rolled steel with zinc dichromate coating.
  3. Mechanism case shall have an average thickness of .140".
  4. Compression spring engineering.
  5. Non-handed basic device design with center case interchangeable with all functions.
  6. All devices shall have quiet return fluid dampeners.
  7. All latchbolts shall be deadlocking with  $\frac{3}{4}$ " throw and have a self-lubricating coating to reduce friction and wear.
  8. Device shall bear UL label for fire and or panic as may be required.
  9. All surface strikes shall be roller type and utilize a plate underneath to prevent movement.
  10. Lever Trim: "Breakaway" design, forged brass or bronze escutcheon with a minimum of .130" thickness, match lockset lever design.
  11. Removable Mullions: Removable with single turn of building key. Securely reinstalled without need for key.
  12. Furnish glass bead kits for vision lites where required.
  13. All Exit Devices to be sex-bolted to the doors.
  14. Panic Hardware shall comply with CBC Section 11B.404.2.7 and shall be mounted between 34" and 44" above the finished floor surface.
    - a. Provide exit devices UL certified to meet maximum 5 pound requirements according to the California Building Code section 11B-309.4, and UL listed for Panic Exterior Fire Exit Hardware.
  15. Hardware (including panic hardware) shall not be provided with "Night Latch" (NL) function for any accessible doors or gates unless the following conditions are met per DSA Interpretation 10-08 DSA/AC (External), revised 4/28/09). Such conditions must be clearly demonstrated and indicated in the specification:
    - a. Such hardware has a 'dogging' feature.
    - b. It is dogged during the time the facility is open.
    - c. Such 'dogging' operation is performed only by employees as their job function (non-public use).
- G. Closers: LCN as scheduled. Place closers inside building, stairs, room, etc.
1. Door closer cylinders shall be of high strength cast iron construction with double heat treated pinion shaft to provide low wear operating capabilities of internal parts throughout the life of the installation. All door closers shall be tested to ANSI/BHMA A156.4 test requirements by a BHMA certified testing laboratory. A written certification showing successful completion of a minimum of 10,000,000 cycles must be provided.
  2. All door closers shall be fully hydraulic and have full rack and pinion action with a shaft diameter of a minimum of 11/16 inch and piston diameter of 1 inch to ensure longevity and durability under all closer applications.
  3. All parallel arm closers shall incorporate one piece solid forged steel arms with bronze bushings. 1-9/16" steel stud shoulder bolts, shall be incorporated in regular arms, hold-open arms, arms with hold open and stop built in. All other closers to have forged steel main arms for strength, durability, and aesthetics for versatility of trim accommodation, high strength and long life.
  4. All parallel arm closers so detailed shall provide advanced backcheck for doors subject to severe abuse or extreme wind conditions. This advanced backcheck shall be located to begin cushioning the opening swing of the door at approximately 45 degrees. The intensity of the backcheck shall be fully adjustable by tamper resistant non-critical screw valve.
  5. Closers shall be installed to permit doors to swing 180 degrees.

6. All closers shall utilize a stable fluid withstanding temperature range of 120 degrees F. to -30 degrees F. without requiring seasonal adjustment of closer speed to properly close the door.
  7. Provide the manufactures drop plates, brackets and spacers as required at narrow head rails and special frame conditions. NO wood plates or spacers will be allowed.
  8. Maximum effort to operate closers shall not exceed 5 lbs., such pull or push effort being applied at right angles to hinged doors. Compensating devices or automatic door operators may be utilized to meet the above standards. When fire doors are required, the maximum effort to operate the closer may be increased but shall not exceed 15 lbs. when specifically approved by fire marshal. All closers shall be adjusted to operate with the minimum amount of opening force and still close and latch the door. These forces do not apply to the force required to retract latch bolts or disengage other devices that hold the door in a closed position. Per 11B-404.2.8.1, door shall take at least 5 seconds to move from an open position of 90 degrees to a position of 12 degrees from the latch jamb.
- H. Flush Bolts & Dust Proof Strikes: Automatic Flush Bolts shall be of the low operating force design. Utilize the top bolt only model for interior doors where applicable and as permitted by testing procedures.
1. Manual flush bolts only permitted on storage or mechanical openings as scheduled.
  2. Provide dust proof strikes at openings using bottom bolts.
- I. Door Stops:
1. Unless otherwise noted in Hardware Sets, provide wall type with appropriate fasteners. Where wall type cannot be used, provide floor type. If neither can be used, provide overhead type.
  2. Do not install floor stops more than four (4) inches from the face of the wall or partition (CBC Section 11B-307).
  3. Overhead stops shall be made of stainless steel and non-plastic mechanisms and finished metal end caps. Field-changeable hold-open, friction and stop-only functions.
  4. All exterior doors are to have wall mounted door hold-opens where code permits. Mount high on wall.
- J. Thresholds: As Scheduled and per details.
1. Thresholds shall not exceed 1/2" in height, with a beveled surface of 1:2 maximum slope.
  2. Set thresholds in a full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements in Division 7 "Thermal and Moisture Protection".
  3. Use 1/4" fasteners, red-head flat-head sleeve anchors (SS/FHSL).
  4. Thresholds shall comply with CBC Section 11B-404.2.5.
- K. Seals: Provide silicone gasket at all rated and exterior doors.
1. Fire-rated Doors, Resilient Seals: UL10C Classified complies with NFPA 80 & NFPA 252. Coordinate with selected door manufacturers' and selected frame manufacturers' requirements.
  2. Fire-rated Doors, Intumescent Seals: Furnished by selected door manufacturer. Furnish fire-labeled opening assembly complete and in full compliance with UL10C Classified complies with NFPA 80 & NFPA 252. Where required, intumescent seals vary in requirement by door type and door manufacture -- careful coordination required.
  3. Smoke & Draft Control Doors, Provide UL10C Classified complies with NFPA 80 & NFPA 252 for use on "S" labeled Positive Pressure door assemblies.

4. All exterior doors are to be fitted with brush-style, 45-degree, weather-stripping
- L. Door Shoes & Door Top Caps: Provide door shoes at all exterior wood doors and top caps at all exterior out-swing doors.
- M. Silencers: Furnish silencers for interior hollow metal frames, 3 for single doors, 2 for pairs of doors. Omit where sound or light seals occurs, or for fire-resistive-rated door assemblies.
- N. Accessories:
  1. Specify custom heavy-duty hasp on student toilet room doors that will allow the custodian to pad-lock open the doors during occupied hours.
  2. Specify kick plates at the base of non-FRP doors that are subject to abuse, such as kitchen, storage rooms, custodian rooms, etc.
  3. All exterior locksets to be equipped with Trimco Cylindrical Lock Guard #1082-6.

## 2.03 KEYING

- A. Furnish a Proprietary Schlage masterkey system as directed by the District or architect. Key system to be designated and combined by the Schlage Master Key Department even if pinned by the Authorized Key Center, Authorized Security Center or a local authorized commercial dealer.
- B. Design Professional to meet with designated District project manager, Allegion representative, District locksmith and site personnel to determine keying schedule. The keying schedule is to be incorporated into project specifications prior to bid. Each keyed cylinder on every keyed lock is to be listed separately showing the door #, key group (in BHMA terminology), cylinder type, finish and location on the door.
- C. Establish a new masterkey system for this project as directed by the keying schedule.
- D. All doors to be fitted with Schlage Everest cylinders and keyed into the District restricted keyway system. Cylinder cores are to be removable and interchangeable
- E. Furnish construction keying for doors requiring locking during construction.
- F. Furnish all keys with visual key control.
  1. Stamp key "Do Not Duplicate".
  2. Stamp (BHMA) key symbol on key.
- G. Furnish all cylinders with visual key control.
  1. Stamp (BHMA) key symbol on side of cylinder (CKC).
- H. Furnish mechanical keys as follows:
  1. Furnish 2 cut change keys for each different change key code.
  2. Furnish 1 uncut key blank for each change key code.
  3. Furnish 6 cut masterkeys for each different masterkey set.
  4. Furnish 3 uncut key blanks for each masterkey set.

5. Furnish 2 cut control keys cut to the top masterkey for permanent I/C cylinders.
  6. Furnish 1 cut control key cut to each SKD combination.
  7. Furnish KS43D2200 padlock for use with non-I/C Schlage cylinders. Furnish 47-413 (conventional) or 47-743-XP (PrimusXP) with above.
  8. Furnish KS43G3200 padlock for use with FSIC Schlage cylinders. Furnish 23-030 (Classic / Everest) or 20-740 (PrimusXP) with above.
  9. Furnish KS41D1200 padlock for use with SFIC Schlage cylinders. Furnish 80-037 (Everest-B) with above.
- I. Furnish Schlage Padlocks and the cylinders to tie them into the masterkey system for gates, storage boxes, utility valve security, roof hatches and roll-up doors keyed as directed in the keying schedule.
1. Furnish KS43D3200 padlock for use with FSIC Schlage cylinders. Furnish 23-030 (Everest) with above.
- J. Furnish one Schlage cabinet lock for each cabinet door or drawer so designated on the drawings or keying schedule to match the masterkey system.
1. Furnish CL771R for use with FSIC Schlage cylinders.

#### 2.04 FINISHES

- A. Generally to be satin chrome US26D (626 on bronze and 652 on steel) unless otherwise noted.
- B. Furnish push plates, pull plates and kick or armor plates in satin stainless steel US32D (630) unless otherwise noted.
- C. Door closers shall be powder-coated to match other hardware, unless otherwise noted.
- D. Aluminum items to be finished anodized aluminum except thresholds which can be furnished as standard mill finish.

#### 2.05 FASTENERS

- A. Screws for strikes, face plates and similar items shall be flat head, countersunk type, provide machine screws for metal and standard wood screws for wood.
- B. Screws for butt hinges shall be flathead, countersunk, full-thread type.
- C. Fastening of closer bases or closer shoes to doors shall be by means of sex bolts and spray painted to match closer finish.
- D. Provide expansion anchors for attaching hardware items to concrete or masonry.
- E. All exposed fasteners shall have a phillips head.
- F. Finish of exposed screws to match surface finish of hardware or other adjacent work.
- G. All Exit Devices and Lock Protectors shall be fastened to the door by the means of sex bolts or through bolts.

### **PART 3 - EXECUTION**

#### **3.01 INSPECTION**

- A. Verify that doors and frames are square and plumb and ready to receive work and dimensions are as instructed by the manufacturer.
- B. Beginning of installation means acceptance of existing conditions.

#### **3.02 INSTALLATION**

- A. Install hardware in accordance with manufacturer's instructions and requirements of DHI.
- B. Use the templates provided by hardware item manufacturer.
- C. Mounting heights for hardware shall be as recommended by the Door and Hardware Institute. Operating hardware will to be located between 34" and 44" AFF.
- D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units that are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- F. Set thresholds for exterior doors in full bed of butyl-rubber sealant.
- G. If hand of door is changed during construction, make necessary changes in hardware at no additional cost.
- H. Hardware Installer shall coordinate with security contractor to route cable to connect electrified locks, panic hardware and fire exit hardware to power transfers or electric hinges at the time these items are installed so as to avoid disassembly and reinstallation of hardware.
- I. Hardware Installer shall also be present with the security contractor when the power is turned on for the testing of the electronic hardware applications. Installer shall make adjustments to solenoids, latches, vertical rods and closers to insure proper and secure operation.
- J. All wiring for electro-mechanical hardware mounted on the door shall be connected through the power transfer and terminated in the interface junction box specified for in the Electrical Section.
- K. Conductors shall be minimum 18 gage stranded, multicolored. A minimum 12 in. loop of conductors shall be coiled in the interface junction box. Each conductor shall be permanently marked with its function.
- L. If a power supply is specified in the hardware sets, all conductors shall be terminated in the power supply. Make all connections required for proper operation between the power supply and the electro-mechanical hardware. Provide the proper size conductors as specified in the manufacturer's technical documentation.

#### **3.03 ADJUST AND CLEAN**

HARDWARE GROUP NO. 31

- A. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly as intended for the application made.
- B. Clean adjacent surface soiled by hardware installation.
- C. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy, return to that work area and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
- D. Instruct District's Personnel in proper adjustment and maintenance of hardware finishes, during the final adjustment of hardware.
- E. Continued Maintenance Service: Approximately six months after the completion of the project, the Contractor accompanied by the Architectural Hardware Consultant, shall return to the project and re-adjust every item of hardware to restore proper functions of doors and hardware. Consult with and instruct District's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

3.04 HARDWARE LOCATIONS

- A. Conform to CCR, Title 24, Part 2; and ADAAG; and the drawings for access-compliant positioning requirements for the disabled.

3.05 FIELD QUALITY CONTROL

- A. Contractor is responsible for providing the services of an Architectural Hardware Consultant (AHC) or a proprietary product technician to inspect installation and certify that hardware and its installation have been furnished and installed in accordance with manufacturers' instructions and as specified herein.

3.06 SCHEDULE

- A. The items listed in the following schedule shall conform to the requirements of the foregoing specifications.
- B. While the hardware schedule is intended to cover all doors, and other movable parts of the building, and establish type and standard of quality, the contractor is responsible for examining the Plans and Specifications and furnishing proper hardware for all openings whether listed or not. If there are any omissions in hardware groups in regard to regular doors they shall be called to the attention of the Architect prior to bid opening for instruction; otherwise, list will be considered Complete. No extras will be allowed for omissions.
- C. The Door Schedule on the Drawings indicates which hardware set is used with each door.

HARDWARE GROUP NO. 27

**Manufacturers Abbreviations (Mfr.)**

|     |   |                           |  |
|-----|---|---------------------------|--|
| GLY | = | Glynn-Johnson Corporation | Overhead Door Stops  |
| IVE | = | Ives                      | Hinges, Pivots, Bolts, Coordinators, Dust Proof Strikes, Push Pull & Kick Plates, Door Stops & Silencers |
| LCN | = | LCN                       | Door Closers   |
| PEM | = | Pemko                     | Continuous Hinges, Thresholds, Gasketing & Weather-stripping   |
| SCH | = | Schlage Lock Company      | Locks, Latches & Cylinders   |
| TRM | = | Trimco                    | Lock Guards  |
| VON | = | Von Duprin                | Exit Devices & Electric Strikes  |

HARDWARE GROUP (New Exit Door)

|   |    |                  |                                  |     |     |
|---|----|------------------|----------------------------------|-----|-----|
| 1 | EA | PANIC HARDWARE   | Series 98/99 Lever and Keyed Dog | 626 | VON |
|   | EA | RIM CYLINDER     | 20-057 ICX                       | 626 | SCH |
| 2 | EA | FSIC CORE        | 23-030                           | 626 | SCH |
| 1 | EA | SURFACE CLOSER   | 4040XP EDA MC TB                 | 689 | LCN |
| 1 | EA | WALL STOP/HOLDER | WS45                             | 626 | IVE |
| 1 | EA | KICK PLATE       | 8400 10" X 2" LDW B-CS           | 630 | IVE |
| 1 | EA | DOOR SWEEP       | Series 315                       | AL  | PEM |
| 1 | EA | THRESHOLD        | Series 158 or 172                | AL  | PEM |
| 1 | EA | LOCK GUARD       | 1082-6                           | 630 | TRM |
| 3 | EA | Silencer         | SR64                             | GRY | IVE |

**END OF SECTION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
  - 1. Glass for interior and exterior Installations.
  - 2. Glass applied graphic film.
  - 3. Glazing sealants and accessories.
- B. Related Requirements:
  - 1. Section 08 11 13 "Hollow-Metal Doors and Frames."
  - 2. Section 08 41 1 "Aluminum-Framed Entrances And Storefronts."
  - 3. Section 08 41 26 "All-Glass Entrances and Storefronts."
  - 4. Section 08 83 00 "Mirrors."
  - 5. Section 10 22 39 "Folding-Glass Panel Partitions."

1.3 DEFINITIONS

- A. Fire-Protection-Rated Glazing: Glazing in rated doors and openings up to 45 minutes, limited in size, and not capable of blocking radiant heat.
- B. Fire-Resistance-Rated Glazing: Glazing that prevents spread of fire and smoke and radiant heat; used in rated wall and door applications 60 minutes and above without size limitations.
- C. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- D. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
- E. CBC: California Building Code.
- F. Interspace: Space between lites of an insulating-glass unit.

1.4 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Review temporary protection requirements for glazing during and after installation.



1.6 SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.
- D. Delegated-Design Submittal: Glass and accessories shall comply with performance requirements and design criteria; include analysis data signed and sealed by the qualified professional California licensed structural engineer responsible for their preparation.
- E. Qualification Data: For Installer and Manufacturers.
- F. Product Certificates: For glass.
- G. Product Test Reports: For insulating glass and glazing sealants, for tests performed by a qualified testing agency.
  - 1. For glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period.
- H. Preconstruction adhesion and compatibility test report.
- I. Sample Warranties: For special warranties.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications for Insulating-Glass Units with Sputter-Coated, Low-E Coatings: A qualified insulating-glass manufacturer who is approved and certified by coated-glass manufacturer.
- B. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.
- C. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Adhesion and Compatibility Testing: Test each glass product, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.
  - 1. Testing is not required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.
  - 2. Use ASTM C 1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
  - 3. Test no fewer than eight samples of each type of material, including joint substrates, shims, sealant backings, secondary seals, and miscellaneous materials.
  - 4. Schedule enough time for testing and analyzing results to prevent delaying the Work.

5. For materials failing tests, submit sealant manufacturer's written instructions for corrective measures including the use of specially formulated primers.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

#### 1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
  1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 deg F.

#### 1.11 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
  1. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
  1. Warranty Period: Five years from date of Substantial Completion.
- C. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
  1. Warranty Period: 10 years from date of Substantial Completion.
- D. Manufacturer's Special Warranty for Tempered Glazing Units with Clear Intumescent Interlayer: Manufacturer agrees to replace units that deteriorate within specified warranty period. Deterioration of tempered glazing units with clear intumescant interlayer is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning glass contrary to manufacturer's written instructions. Evidence of

failure is air bubbles within units, or obstruction of vision by contamination or deterioration of intumescent interlayer.

1. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 GLAZING MANUFACTURERS

- A. Source Limitations for Glass: Obtain each type of glass from single source from single manufacturer.
- B. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the CBC and ASTM E 1300.
  1. Design Wind Pressures: As indicated on Drawings.
    - a. Wind Design Data: As indicated on Drawings.
  2. Maximum Lateral Deflection: For glass supported on all four edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1 inch, whichever is less.
  3. Thermal Loads: Design exterior glazing to resist thermal stress breakage induced by differential temperature conditions and limited air circulation within individual glass lites and insulated glazing units.
- C. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
  1. For monolithic-glass lites, properties are based on units with lites of thickness indicated.
  2. For laminated-glass lites, properties are based on products of construction indicated.
  3. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
  4. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F (W/sq. m x K).
  5. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
  6. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

## 2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."
  - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies with CBC 2406.3.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
  - 1. Thickness of Tinted Glass: Provide same thickness for each tint color indicated throughout Project
- E. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

## 2.4 GLASS PRODUCTS

- A. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
  - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.

## 2.5 LAMINATED GLASS

- A. Laminated Glass: ASTM C 1172. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
  - 1. Construction: Laminate glass with polyvinyl butyral interlayer (PVB), ionomeric polymer interlayer, or structural PVB interlayer to comply with interlayer manufacturer's written instructions and as follows:
    - a. Interior or Exterior Applications:
      - 1) Provide ionomeric polymer interlayer as follows:
        - a) Basis-of-Design Products: Kuraray SentryGlas, or equal. (No Known Equal)
    - b. Interior Applications Only:
      - 1) Provide structural polyvinyl butyral interlayer as follows:

- a) Basis-of-Design Products: Trosifol ES by Kuraray, or equal.
- 2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
- 3. Interlayer Color: Clear, unless otherwise indicated.

## 2.6 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190.
  - 1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
    - a. Color as selected by Architect.
  - 2. Spacer: Manufacturer's standard spacer material and construction.
    - a. Color as selected by Architect.
  - 3. Desiccant: Molecular sieve or silica gel, or a blend of both.
  - 4. Basis-of-Design Product: Solarban 70 + Clear by Vitro Architectural Glass.
    - a. SHGC: 0.27, maximum.
    - b. VLT: 64-percent, minimum.

## 2.7 FIRE-RESISTANCE-RATED GLAZING

- A. Fire-Resistance-Rated Glazing: Listed and labeled by a testing agency acceptable to authorities having jurisdiction, for fire-resistance ratings indicated, based on testing in accordance with ASTM E119 or UL 263.
- B. Fire-Resistance-Rated Glazing Labeling: Permanently mark fire-resistance-rated glazing with certification label of a testing agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, test standard, that glazing is approved for use in walls, and fire-resistance rating in minutes.
- C. Fire-Resistance-Rated Laminated Glass with Intumescent Interlayers: Laminated glass made from multiple plies of uncoated, ultraclear float glass with visible transmission between 88 and 75-percent; with intumescent interlayers; complying with 16 CFR 1201, Category I and II.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Pilkington North America; Pyrostop.
    - b. Vetrotech Saint-Gobain; Contraflam.
    - c. Technical Glass Products; Pilkington Pyrostop.
    - d. SAFTI FIRST Fire Rated Glazing Solutions; SuperLite II-XLM 90.
    - e. Or Equal.

## 2.8 GLAZING SEALANTS

- A. General:
  - 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
  3. Field-applied sealants shall have a VOC content complying with SCAQMD and CalGreen requirements.
  4. Colors of Exposed Glazing Sealants: As noted or to match Architect's samples.
- B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 50, Use NT.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Pecora Corporation; 895NST Silicone.
    - b. Dow Corning Corporation; 795.
    - c. GE Momentive; Silpruf.
    - d. Or equal.
- C. Glazing Sealant at Unsupported Butt Joint Glazing: Silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 25 or 50, Use NT, clear/translucent.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Pecora Corporation; 895NST Silicone.
    - b. Dow Corning Corporation; 1199.
    - c. GE Momentive; Silglaze 2800.
    - d. Or Equal.

## 2.9 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
  2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
  2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

## 2.10 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

#### 2.11 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
  - 1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
    - a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  - 2. Presence and functioning of weep systems.
  - 3. Minimum required face and edge clearances.
  - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

### 3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches.
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  - 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

### 3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.



- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant, where indicated.
- G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- A. Apply cap bead of elastomeric sealant over exposed edge of tape as recommended by manufacturer where fixed stop is at exterior.

### 3.5 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

### 3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.

- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### 3.7 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

### 3.8 GLASS SCHEDULE

- A. General:
  - 1. Provide safety glazing where required by code.
  - 2. Provide fire-protection rated glazing as required by code.
  - 3. Provide heat-strengthened glass unless safety glazing requires tempered.
- B. Glass Types: Refer to Material Finish Schedule on Drawings for additional information.

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## SECTION 09 90 00

### EXTERIOR PAINTS AND COATINGS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Exterior paint and coating systems including surface preparation.

##### 1.2 RELATED SECTIONS

- A. Warranty and Guarantee Obligations - Terms and Conditions, Section 13.

##### 1.3 REFERENCES

- A. Steel Structures Painting Council (SSPC):
  - 1. SSPC-SP 1 - Solvent Cleaning.
  - 2. SSPC-SP 2 - Hand Tool Cleaning.
  - 3. SSPC-SP 3 - Power Tool Cleaning.
  - 4. SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete.
- B. Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.
- C. California Department of Public Health (CDPH):
  - 1. CDPH v1.1-2010 and V1.2-2017

##### 1.4 SUBMITTALS

- A. Submit under provisions of Terms and Conditions, Section 2.
- B. Product Data: For each paint system indicated, including.
  - 1. Product characteristics.
  - 2. Surface preparation instructions and recommendations.
  - 3. Primer requirements and finish specification.
  - 4. Storage and handling requirements and recommendations.
  - 5. Application methods.
  - 6. Cautions for storage, handling and installation.
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors, and sheens available.
- D. Verification Samples: For each finished product specified, submit samples that represent the actual product, color, and sheen.

- E. Coating Maintenance Manual: Upon conclusion of project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams, "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.
- F. Only submit complying products based on project requirements (i.e. LEED). One must also comply with the regulations regarding VOCs (CARB, OTC, SCAQMD, LADCO). To ensure compliance with district regulations and other rules, businesses that perform coating activities should contact the local district in each area where the coating will be used.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors, and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.
- D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish surfaces for verification of products, colors, and sheens.
  - 2. Finish area designated by Architect.
  - 3. Provide samples that designate primer and finish coats.
  - 4. Compatibility and Adhesion: Check after one week of drying and curing by testing in accordance with ASTM D3359; Adhesion by tape test. If the coating system is incompatible, additional surface preparation up to and including complete removal may be required.
  - 5. Do not proceed with remaining work until the Architect approves the mock-up.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
  - 1. Product name, and type (description).
  - 2. Application and use instructions.
  - 3. Surface preparation.
  - 4. VOC content.
  - 5. Environmental handling.
  - 6. Batch date.
  - 7. Color number.

- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

## 1.7 PROJECT CONDITIONS

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

## 1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and, in the quantities, described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
- B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design & District Standard Manufacturer: Sherwin-Williams  
Architectural Contact: [Richard.condie@sherwin.com](mailto:Richard.condie@sherwin.com)  
800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989; Email: [requestinfospecifications@sherwin.com](mailto:requestinfospecifications@sherwin.com); Web: [www.swspecs.com](http://www.swspecs.com).
- B. Or Equal. Requests for substitutions will be considered in accordance with the Terms and Conditions, Section 4.2.

### 2.2 APPLICATIONS/SCOPE

- A. Exterior Paint and Coating Systems:
  1. Masonry: Concrete masonry units, cinder, or concrete block.
  2. Metal: Miscellaneous iron, ornamental iron, ferrous metal.
  3. Wood: Siding, trim, shutters, sash, and miscellaneous hardboard.

### 2.3 PAINT MATERIALS - GENERAL

- A. Paints and Coatings:
  1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
  2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-

half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufactures product instructions for optimal color conformance.

- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use a primer categorized as "best" by the manufacturer.
- C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
- D. Color: Refer to Finish Schedule for paint colors, and as selected.

## 2.4 EXTERIOR PAINT AND COATING SYSTEMS

### A. Masonry: Exterior Brick.

#### 1. Clear Anti-Graffiti:

##### a. Satin Clear Finish:

- 1) 1st Coat: S-W TSW Acryli-Master TSW8 Anti-Graffiti. 1<sup>st</sup> coat to cover entire surface area.
- 2) 3-4 Coats: S-W TSW Acryli-Master TSW8 Anti-Graffiti.
- 3) TSW2R Multi-Master for graffiti removal

Refer to product data page for application instructions or call 1800-447-2334

### B. Metal: Miscellaneous. Metal Gutters, Iron, Ornamental Iron, Structural Iron and Steel, Ferrous Metal.

#### 1. Latex Systems:

##### a. Semi-Gloss Finish:

- 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0-10.0 mils. wet, 1.8-3.6 mils. dry per coat).
- 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650.
- 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 (2.0-4.0 mils. dry per coat).

#### 2. Water based Alkyd Systems: Metal Doors

##### a. Semi-Gloss Finish:

- 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils. wet, 2.0 mils. dry per coat).
- 2) 2nd Coat: S-W Pro Industrial Water based Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
- 3) 3rd Coat: S-W Pro Industrial Water based Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils. wet, 1.4 - 1.7 mils. dry per coat).

C. Concrete & Plaster:

1. Latex Systems:

a. Flat Finish:

- 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils. wet, 2.1-3.2 mils. dry per coat).
- 2) 2nd Coat: S-W A-100 Exterior Latex Flat, A6 Series.
- 3) 3rd Coat: S-W A-100 Exterior Latex Flat, A6 Series (4.0 mils. wet, 1.2 mils. dry per coat).

D. Wood: Siding, Trim, Shutters, Sashes, and Hardboard-Bare/Primed.

1. Latex Systems:

a. Semi-Gloss Finish:

- 1) 1st Coat: S-W Exterior Latex Wood Primer, B42W8041 (4.0 mils. wet, 1.4 mils. dry per coat).
- 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650.
- 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 (2.0-4.0 mils. dry per coat).

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until the substrates have been properly prepared; notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- C. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

### 3.2 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint, or other contamination to ensure good adhesion.
  1. Prior to attempting to remove mildew, it is recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions are advised.
  2. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply solution and scrub the mildewed area. Allow solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water



and allow the surface to dry before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

3. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
  4. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface, and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.
- 
- B. Aluminum: Remove all oil, grease, dirt, oxide, and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.
  - C. Block (Cinder and Concrete): Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at 75 degrees F (24 degrees C). The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound.
  - D. Concrete, SSPC-SP13 or NACE 6: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls, and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems.
  - E. Cement Composition Siding/Panels: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments.
  - F. Copper and Stainless Steel: Remove all oil, grease, dirt, oxide, and other foreign material by cleaning per SSPC-SP 2, Hand Tool Cleaning.
  - G. Exterior Composition Board (Hardboard): Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyd primer.
  - H. Drywall - Exterior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth, and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.
  - I. Drywall - Interior: Must be clean and dry. All nail heads must be set and spackled. Joints

must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth, and all dust removed prior to painting.

- J. Galvanized Metal: Clean per SSPC-SP1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply to a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.
- K. Plaster: Must be allowed to dry thoroughly for at least 30 days before painting unless the products are designed to be used in high pH environments. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.
- L. Steel: Structural, Plate, And Similar Items: Should be cleaned by one or more of the surface preparations described below. These methods are used throughout the world for describing methods for cleaning structural steel. Visual standards are available through the Society of Protective Coatings. A brief description of these standards together with numbers by which they can be specified follow.
  - 1. Solvent Cleaning, SSPC-SP1: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation.
  - 2. Hand Tool Cleaning, SSPC-SP2: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Beforehand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
  - 3. Power Tool Cleaning, SSPC-SP3: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
  - 4. White Metal Blast Cleaning, SSPC-SP5 or NACE 1: A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
  - 5. Commercial Blast Cleaning, SSPC-SP6 or NACE 3: A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
  - 6. Brush-Off Blast Cleaning, SSPC-SP7 or NACE 4: A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon

methods.

7. Power Tool Cleaning to Bare Metal, SSPC-SP11: Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP1, Solvent Cleaning, or other agreed upon methods.
  8. Near-White Blast Cleaning, SSPC-SP10 or NACE 2: A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
  9. High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials: SSPC-SP12 or NACE 5: This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only without the addition of solid particles in the stream.
  10. Water Blasting, SSPC-SP12/NACE No. 5: Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.
- M. Vinyl Siding, Architectural Plastics, EIFS and Fiberglass: Clean vinyl siding thoroughly by scrubbing with a warm, soapy water solution. Rinse thoroughly. Do not paint vinyl siding with any color darker than the original color unless the paint system features Sherwin-Williams VinylSafe technology. Painting with darker colors that are not Sherwin-Williams VinylSafe may cause siding to warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.
- N. Stucco: Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments such as Loxon.
- O. Wood: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth.

### 3.3 INSTALLATION

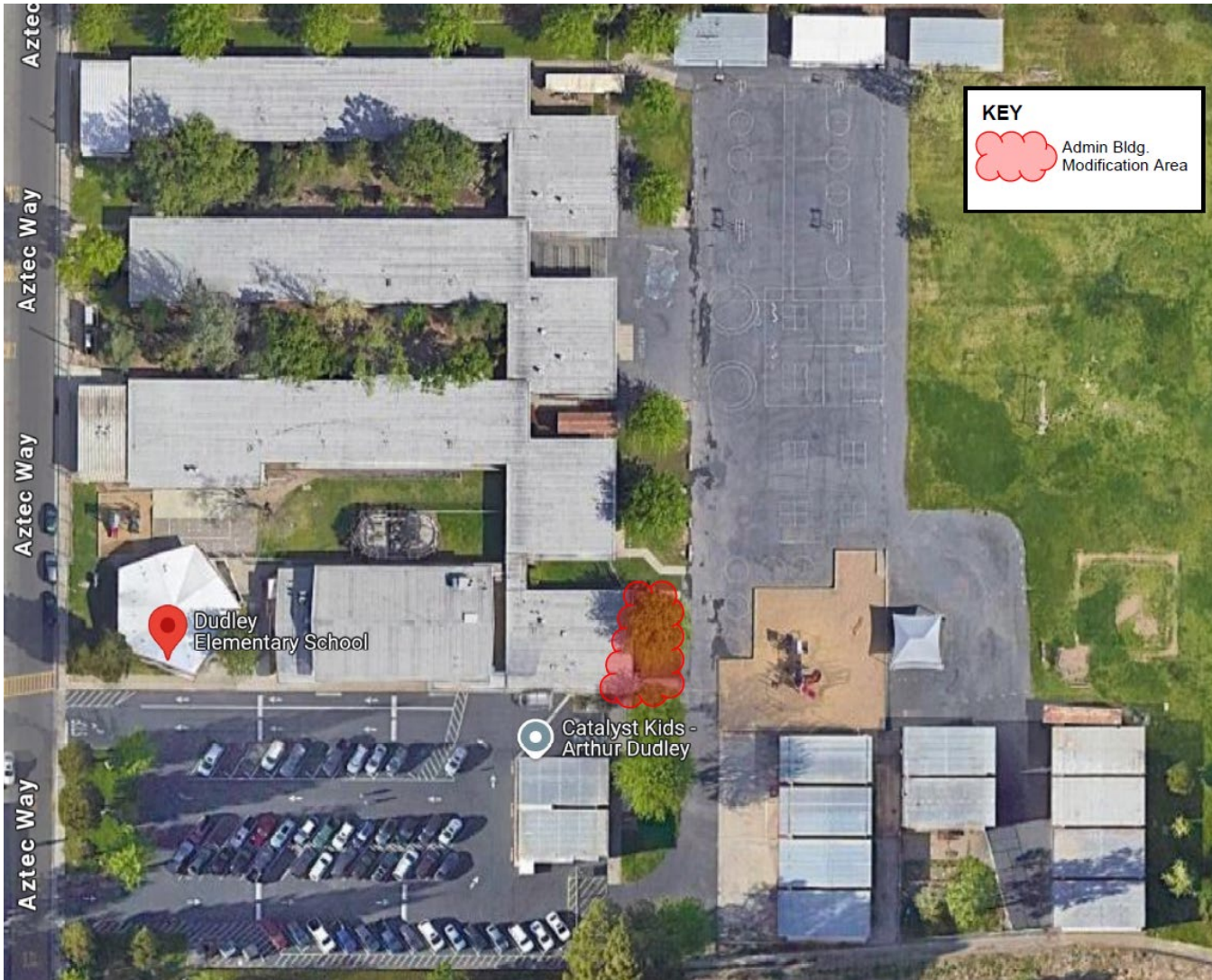
- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply it to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply coatings using methods recommended by manufacturer.

- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Regardless of the number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

#### 3.4 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION



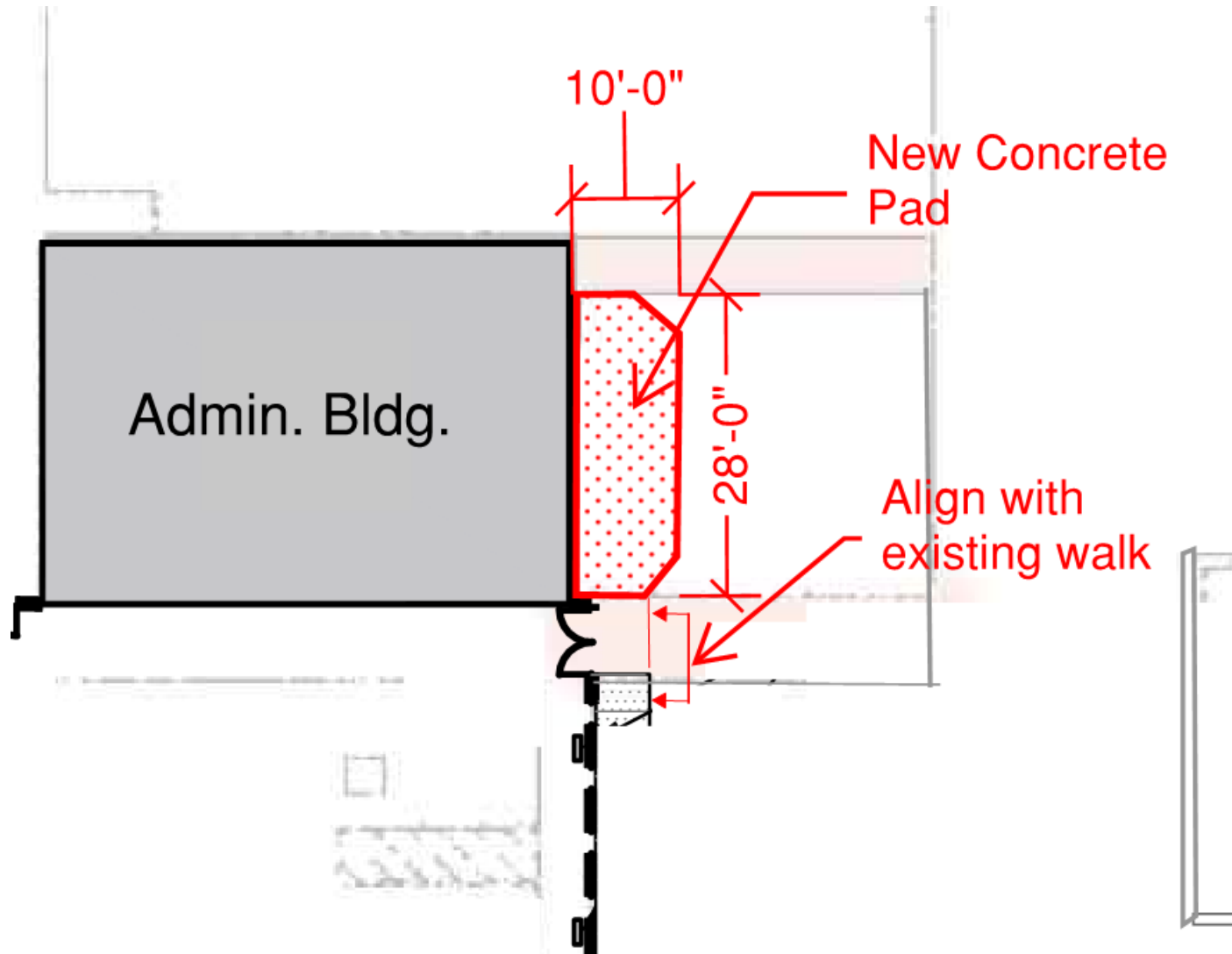
# SITE PLAN

Dudley Elementary School  
Administration Building Modification Project



North

No Scale



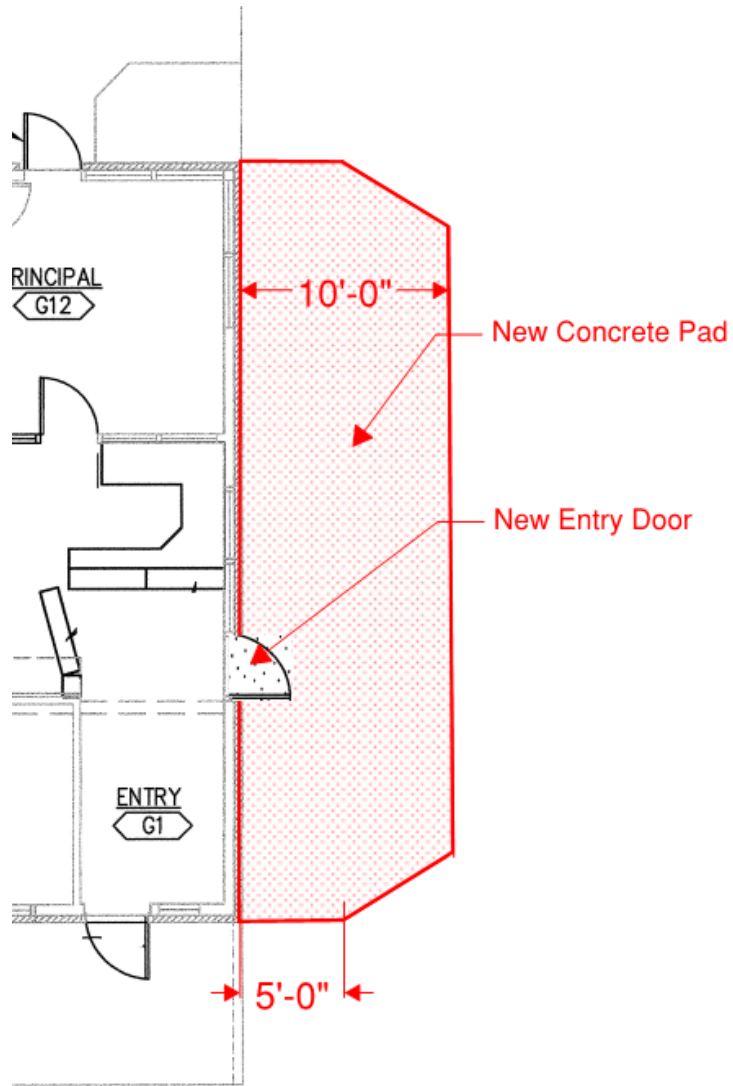
## SITE PLAN - Enlarged

Dudley Elementary School  
Administration Building Modification Project



North

No Scale



NOTE: SEE SPECIAL CONDITIONS  
SECTION OF THE BIDDING &  
CONTRACT DOCUMENTS FOR SCOPE  
OF WORK AND TECHNICAL  
SPECIFICATIONS RELATED TO THE  
NEW ENTRY DOOR.

# FLOOR PLAN

Dudley Elementary School  
Administration Building Modification Project



No Scale





NEW ENTRY DOOR

NEW CONCRETE PAD

NOTE: SEE SPECIAL CONDITIONS SECTION OF THE BIDDING & CONTRACT DOCUMENTS FOR SCOPE OF WORK AND TECHNICAL SPECIFICATIONS RELATED TO THE NEW ENTRY DOOR AND CONCRETE PAD.

## ELEVATION – NEW ENTRY DOOR

Dudley Elementary School  
Administration Building Modification Project

No Scale